



UPDATED AGENDA

OCONEE COUNTY COUNCIL MEETING

August 17, 2021

6:00 PM

Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Call to Order

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- July 20, 2021 Regular Minutes

County Attorney Comments

County Administrator Comments

Public Comment Session

[Limited to a total of forty (40) minutes, four (4) minutes per person.]

If you are not able to attend in person and you have a comment, you may submit it by contacting our Clerk to Council, Katie Smith at ksmith@oconeesc.com or 864-718-1023, so that she may receive your comment and read it into the record.

Council Member Comments

Presentation to Council

- Perry Hill & Utica Mill Hill Villages Opportunity Zone

Public Hearings for the Following Ordinances

If you would like to be heard during either of the public hearings, please contact Clerk to Council Katie Smith at ksmith@oconeesc.com or 864-718-1023 so that she may coordinate your participation by telephone.

Ordinance 2021-14 “AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”), AS FOLLOWS: (1) APPROPRIATING TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER INFRASTRUCTURE IMPROVEMENTS FOR THE TOWN OF SALEM (“SALEM

COUNCIL MEMBERS

John Elliott, Chair, District I

Paul Cain, Vice-Chair, District III

Julian Davis, III, Chair Pro Tem, District IV

Matthew Durham, District II

Glenn Hart, District V

WATER INFRASTRUCTURE PROJECT”); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE SALEM WATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY RELATED THERETO.”

As directed by Council on June 1, 2021

Ordinance 2021-15 “AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”), AS FOLLOWS: (1) APPROPRIATING ONE MILLION, THREE HUNDRED THOUSAND AND 00/100 (\$1,300,000.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER INFRASTRUCTURE IMPROVEMENTS FOR THE CITY OF WESTMINSTER (“WESTMINSTER WATER INFRASTRUCTURE PROJECT”); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO ONE MILLION, THREE HUNDRED THOUSAND AND 00/100 (\$1,300,000.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE WESTMINSTER WATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY RELATED THERETO.”

General Government matter

Third Reading of the Following Ordinances

Ordinance 2021-14 *[see caption above]*

Ordinance 2021-15 *[see caption above]*

Second Reading of the Following Ordinances

Ordinance 2021-16 “AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS TO THE OCONEE JOINT REGIONAL SEWER AUTHORITY FOR THE PURPOSE OF SEWER INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE AT THE GOLDEN CORNER COMMERCE PARK; AND OTHER MATTERS RELATED THERETO.”

General Government matter

First Reading of the Following Ordinances

Ordinance 2021-17 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED FEE AGREEMENT BETWEEN OCONEE COUNTY AND PREZERO US SERVICES, LLC, AND AMENDING THE AMENDED FEE AGREEMENT DATED AS OF OCTOBER 1, 2019; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2021-18 “AN ORDINANCE TO REZONE PARCEL 192-00-04-028 FROM THE CONSERVATION DISTRICT TO THE LAKE RESIDENTIAL DISTRICT, PURSUANT TO OCONEE COUNTY CODE OF ORDINANCES CHAPTER 38, ARTICLE 8.”

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Glenn Hart, District V

First & Final Reading of the Following Resolutions

[None Scheduled.]

Discussion Regarding Action Items

Procurement #: 21-01 – South Cove Park RV Dump Station / PRT – South Cove / Project: \$189,460.00
10% Contingency: \$18,946.00
Total Award: \$208,406.00

Funding from Local Accommodations Tax

Budget: \$208,460.00 / Project Cost: \$208,460.00 / Balance: \$0.00

South Cove County Park camping nights have increased 88% over the last 5 years, resulting in the need for additional infrastructure to handle the demand. The addition of this RV Dump Station will double South Cove's capacity for handling camper exits; which is heaviest on holidays and Sunday mornings. The South Cove Park RV Dump Station Project consists of: clearing and stump grubbing of all onsite (in the construction area) trees; Installation of new RV dump station including grading and paving for new dump station parking; grading of new stormwater ditch; water service extension; dump station component installation; 2,000-gallon septic tank installation; and approximately 1000 LF of new septic drain field installation and seeding.

It is the staff's recommendation that Council [1] approve the award of ITB 21-01 to Greenstone Construction, LLC., of Seneca SC in the amount of **\$189,460.00**, plus a 10% contingency amount of **\$18,946.00**, for a total award of **\$208,406.00** and [2] authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.

Council consideration and approval for funding allocation in an amount not to exceed \$3,000,000 to the City of Seneca for critical water and wastewater infrastructure improvements throughout the unincorporated and incorporated service area from the Coronavirus State and Local Fiscal Recovery Fund

Council Committee Reports

Law Enforcement, Public Safety, Health & Welfare / Mr. Durham.....[07.20.2021]

Board & Commission Appointments

The Board & Commission seats listed below are co-terminus with Council District seats and will require [in the 1st quarter of 2021] appointment and/or reappointment as follows:

Building Codes Appeal Board

1 At-Large Seat: No questionnaire on file for this seat

Executive Session

[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]

For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:

[1] Discussion regarding an Economic Development matter, Project Remy.

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[2] Discussion regarding an Economic Development matter, Project Thread.

[3] Discussion regarding an Economic Development matter, Project Ruby Slipper.

[4] Discussion regarding an Economic Development matter, Project Street Car.

[5] Receive legal advice and discuss contractual matter regarding potential acquisition of real property.

[6] Receive legal advice and discuss contractual matter related to acquisition of real property interest for infrastructure development.

[7] Receive legal advice and discuss potential litigation related to Elevated Youth Services.

[8] Discuss personnel matter related to the County Council Clerk.

Adjourn

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OCONEE CODE OF ORDINANCES

Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not preempted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Facility means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

Meeting means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility. The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.
- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.

- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
 - (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
 - (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
 - (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
 - (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
 - (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
 - (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
 - (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.
- (d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

(Ord. No. 2003-04, §§ 1—4, 4-15-2003; Ord. No. 2012-06, § 1, 4-3-2012)

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2021-14**

AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”), AS FOLLOWS: (1) APPROPRIATING TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER INFRASTRUCTURE IMPROVEMENTS FOR THE TOWN OF SALEM (“SALEM WATER INFRASTRUCTURE PROJECT”); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE SALEM WATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY RELATED THERETO.

WHEREAS, the 2019 Novel Coronavirus (“COVID-19”) is a respiratory disease that has caused severe illness and death by the SARS-CoV-2 virus, which is a new strain of coronavirus previously unidentified in humans and which can spread from person to person;

WHEREAS, recent numbers posted on the COVID Data Tracker website for the Centers for Disease Control and Prevention show that over 33 million Americans have been infected with COVID 19, and more than 595,000 deaths have resulted;

WHEREAS, COVID 19 has disrupted nearly every facet of American life, affecting families, schools, communities, and businesses in profound and unprecedented ways;

WHEREAS, the negative financial impact of COVID 19 on American society has been experienced in a variety of ways, including food and housing insecurity, business closures, job loss and long term unemployment, and a widespread want of opportunity;

WHEREAS, throughout the COVID-19 crisis, local governments were at the forefront of the response, addressing untold numbers and types of emergencies and exigencies;

WHEREAS, local governments remain uniquely positioned to take a leadership role in the recovery effort;

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law by the President of the United States;

WHEREAS, among other things, ARPA established the Coronavirus Local Fiscal Recovery Fund (“Fiscal Recovery Fund”), which provides for direct aid to counties and municipalities to support their efforts in combating the impact of COVID-19 on their communities, residents, and businesses;

WHEREAS, the Fiscal Recovery Fund provides local governments, including Oconee County (“County”), with significant monetary resources, purposed to assist in responding to the COVID-19 public health emergency;

WHEREAS, financial assistance received by local governments through the Fiscal Recovery Fund may be used in several different ways, including but not limited to: (1) generally responding to the COVID-19 public health emergency or its negative economic impacts; (2) providing premium pay to eligible workers; (3) replacing lost public sector revenue; and (4) making necessary investments in water, sewer, or broadband infrastructure;

WHEREAS, County has been allocated Fifteen Million, Four Hundred Fifty Thousand, Eight Hundred Seventy-Eight, and 00/100 (\$15,450,878.00) Dollars, to be received in two equal installments, one of which has been received, with the other to be received in approximately 12 months (collectively “County ARPA Funds”);

WHEREAS, the Fiscal Recovery Fund permits cooperation among units of local governments in funding allowable projects. 31 CFR Part 35. (See *Supplementary Information, Section VI. Transfers.*)

WHEREAS, the Town of Salem, South Carolina (“Salem”) has requested assistance from the County in order to construct an eight inch (8”) water line along the S.C. Highway 11 business connector, as well as a one hundred thousand (100,000) gallon above ground water storage tank, as more particularly described on the attached Exhibit A (the “Salem Water Infrastructure Project”);

WHEREAS, the Salem Water Infrastructure Project is a necessary water infrastructure project within Oconee County, for it will, among other things: (1) ensure a reliable supply of clean and safe drinking water to current and future residents in the subject area, (2) increase drought resiliency, (3) reduce water pressure fluctuations, (4) reduce the overall cost of service, and (5) provide potable water reserves;

WHEREAS, the County desires to assist the Town of Salem with the Salem Water Infrastructure Project, by contributing an amount up to Two Million and 00/100 (\$2,000,000.00) Dollars of County ARPA Funds.

NOW THEREFORE, be it ordained by the Oconee County Council in meeting duly assembled that:

Section 1. Appropriation. Two Million and 00/100 (\$2,000,000.00) Dollars of County ARPA Funds are hereby appropriated and set aside for the Salem Water Infrastructure Project.

Section 2. Expenditures. Expenditure of funds appropriated out of County APRA Funds for the Salem Water Infrastructure Project is approved in an amount up to Two Million and 00/100 (\$2,000,000.00) Dollars, subject to the following conditions:

- a) All federal requirements, specifically including applicable regulations promulgated by the United States Department of Treasury, shall be strictly adhered to in the administration of these funds.
- b) County and Salem shall enter into a subrecipient agreement, in a form common to federal grant funding, prior to the expenditure of County ARPA Funds for the

Salem Water Infrastructure Project. The County Administrator is authorized to execute such an agreement on the advice of the County Attorney.

- c) The subrecipient agreement shall address all matters relevant to the County's receipt of Fiscal Recovery Funds, including but not limited to regulatory compliance, accounting, reporting, audit preparation, use restrictions, and clawback provisions. 31 CFR Part 35.9.
- d) County reserves the right to discontinue the expenditure of funding appropriated for the Salem Water Infrastructure Project at any time based on: (1) emergency or exigent circumstances; (2) due to lack of available funds; (3) if the Salem Water Infrastructure Project is deemed an impermissible project, in whole or part, under ARPA, Department of Treasury regulations, or other legal authority; (4) for an actual or threatened breach of the subrecipient agreement; or (5) for convenience.

Section 4. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance.

Section 5. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 6. Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ of _____, 2021.

ATTEST:

Katie Smith
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: June 15, 2021
Second Reading: July 20, 2021
Third Reading: August 17, 2021
Public Hearing: August 17, 2021

EXHIBIT A

3/11/2021

TOWN OF SALEM - WATER INFRASTRUCTURE IMPROVEMENTS

A. S.C. HWY 11 BUSINESS CORRIDOR 8" CONNECTOR

B. 100,000 GALLON GROUND STORAGE TANK

ITEM NO:	DESCRIPTION	EST QTY.	UNIT	UNIT PRICE IN PLACE	AMOUNT
A. S.C. HWY 11 BUSINESS CORRIDOR 8" CONNECTOR					
1.	EQUIPMENT MOBILIZATION		LS		<u>28,000.00</u>
2.	TESTING & STERILIZING		LS		<u>8,500.00</u>
3.	BACTERIOLOGICAL SAMPLING		LS		<u>3,400.00</u>
4.	8" x 8" MAIN CONNECTION (S. LITTLE RIVER ROAD)		LS		<u>6,500.00</u>
5.	8" x 6" MAIN CONNECTION (PARK AVENUE)		LS		<u>6,000.00</u>
6.	BORE/ JACK 16" STEEL CASING (8" D.I. CARRIER)	240	LF @	<u>280.00</u>	<u>67,200.00</u>
7.	8" DIP (CL360) / FITTINGS / MMTAPE / WIRE	12,700	LF @	<u>62.00</u>	<u>787,400.00</u>
8.	8" MJ GATE VALVE / BOX / RING	10	EA @	<u>1,600.00</u>	<u>16,000.00</u>
9.	6" MJ GATE VALVE / BOX / RING	9	EA @	<u>1,200.00</u>	<u>10,800.00</u>
10.	THREE-WAY FIRE HYDRANT ASSEMBLY	8	EA @	<u>4,200.00</u>	<u>33,600.00</u>
11.	BORE DRIVEWAYS	420	LF @	<u>70.00</u>	<u>29,400.00</u>
12.	PRESSURE REGULATION STATION (COMPLETE)	2	EA @	<u>85,000.00</u>	<u>170,000.00</u>
13.	CONCRETE MARKER	12	EA @	<u>60.00</u>	<u>720.00</u>
14.	EROSION CONTROL BMP'S		LS		<u>24,000.00</u>
15.	TRAFFIC CONTROL		LS		<u>15,000.00</u>
16.	BRIDGE CROSSING		LS		<u>80,000.00</u>
A. TOTAL CONSTRUCTION					\$ 1,284,520
B. 100,000 GALLON GROUND STORAGE TANK					
1.	SITE WORK		LS		<u>50,000.00</u>
2.	ELECTRICAL & CONTROL VALVES		LS		<u>35,000.00</u>
3.	STEEL GROUND TANK & FOUNDATION		LS		<u>180,000.00</u>
B. TOTAL CONSTRUCTION					\$ 265,000
TOTAL CONSTRUCTION A & B					\$ 1,549,520
Construction Contingency					<u>154,952</u>
TOTAL CONSTRUCTION & CONTINGENCY					<u>1,704,472</u>
Engineering, Inspection, Construction Management					<u>187,492</u>
SCDHEC Application Fee					<u>600</u>
SWPPP Permitting					<u> </u>
G.I.S. Mapping Fee					<u>8,522</u>
P&P Bonds					<u>51,134</u>
TOTAL PRELIMINARY OPINION OF COSTS					\$ <u>1,952,220</u>

Rosier Group
 110 West First Ave., Suite D
 Easley, SC 29640

Town of Salem Water Infrastructure Improvements



B.
100,000 Gallon
Ground Storage Tank

A.
S.C. Hwy. 11 Business Corridor
8" Connector

Legend

- Proposed_Tank
- Proposed
- <all other values>

Diameter

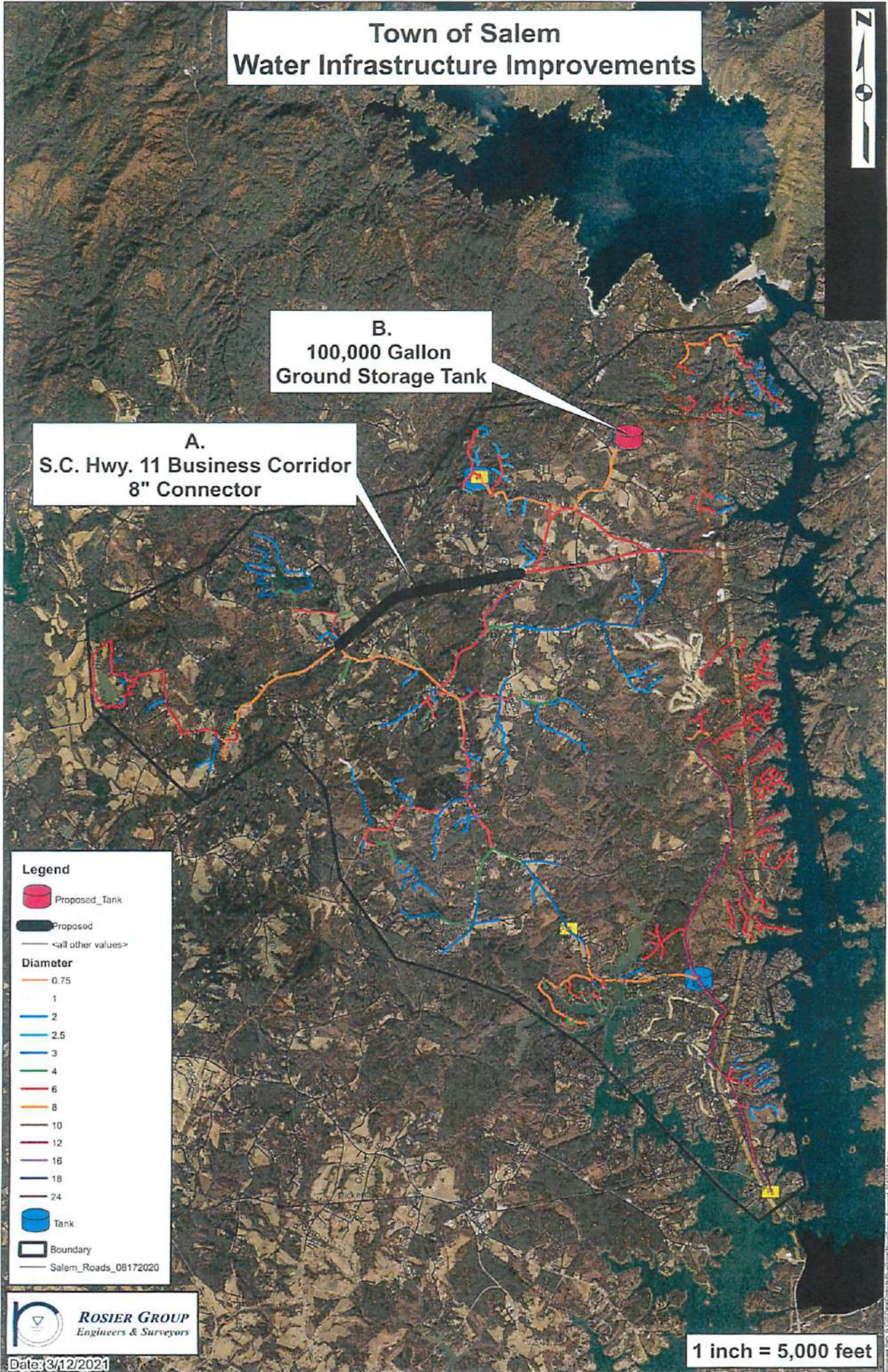
- 0.75
- 1
- 2
- 2.5
- 3
- 4
- 6
- 8
- 10
- 12
- 16
- 18
- 24

- Tank
- Boundary
- Salem_Roads_08172020



Date: 3/12/2021

1 inch = 5,000 feet



**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2021-15**

AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”), AS FOLLOWS: (1) APPROPRIATING ONE MILLION, THREE HUNDRED THOUSAND AND 00/100 (\$1,300,000.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER INFRASTRUCTURE IMPROVEMENTS FOR THE CITY OF WESTMINSTER (“WESTMINSTER WATER INFRASTRUCTURE PROJECT”); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO ONE MILLION, THREE HUNDRED THOUSAND AND 00/100 (\$1,300,000.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE WESTMINSTER WATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY RELATED THERETO.

WHEREAS, the 2019 Novel Coronavirus (“COVID-19”) is a respiratory disease that has caused severe illness and death by the SARS-CoV-2 virus, which is a new strain of coronavirus previously unidentified in humans and which can spread from person to person;

WHEREAS, recent numbers posted on the COVID Data Tracker website for the Centers for Disease Control and Prevention show that over 33 million Americans have been infected with COVID 19, and more than 595,000 deaths have resulted;

WHEREAS, COVID 19 has disrupted nearly every facet of American life, affecting families, schools, communities, and businesses in profound and unprecedented ways;

WHEREAS, the negative financial impact of COVID 19 on American society has been experienced in a variety of ways, including food and housing insecurity, business closures, job loss and long term unemployment, and a widespread want of opportunity;

WHEREAS, throughout the COVID-19 crisis, local governments were at the forefront of the response, addressing untold numbers and types of emergencies and exigencies;

WHEREAS, local governments remain uniquely positioned to take a leadership role in the recovery effort;

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law by the President of the United States;

WHEREAS, among other things, ARPA established the Coronavirus Local Fiscal Recovery Fund (“Fiscal Recovery Fund”), which provides for direct aid to counties and municipalities to support their efforts in combating the impact of COVID-19 on their communities, residents, and businesses;

WHEREAS, the Fiscal Recovery Fund provides local governments, including Oconee County ("County"), with significant monetary resources, purposed to assist in responding to the COVID-19 public health emergency;

WHEREAS, financial assistance received by local governments through the Fiscal Recovery Fund may be used in several different ways, including but not limited to: (1) generally responding to the COVID-19 public health emergency or its negative economic impacts; (2) providing premium pay to eligible workers; (3) replacing lost public sector revenue; and (4) making necessary investments in water, sewer, or broadband infrastructure;

WHEREAS, County has been allocated Fifteen Million, Four Hundred Fifty Thousand, Eight Hundred Seventy-Eight, and 00/100 (\$15,450,878.00) Dollars, to be received in two equal installments, one of which has been received, with the other to be received in approximately 12 months (collectively "County ARPA Funds");

WHEREAS, the Fiscal Recovery Fund permits cooperation among units of local governments in funding allowable projects. 31 CFR Part 35. (See *Supplementary Information, Section VI. Transfers.*)

WHEREAS, the City of Westminster ("Westminster") has requested assistance from the County in order to construct, improve, and/or repair certain water infrastructure within Westminster corporate limits, as more particularly described on the attached Exhibit A (the "Westminster Water Infrastructure Project");

WHEREAS, the Westminster Water Infrastructure Project is a necessary water infrastructure project within Oconee County, for it will, among other things: (1) ensure a reliable supply of clean and safe drinking water to current and future residents in the subject area, (2) increase drought resiliency, (3) reduce water pressure fluctuations, (4) reduce the overall cost of service, and (5) provide potable water reserves;

WHEREAS, the County desires to assist Westminster with the Westminster Water Infrastructure Project, by contributing an amount up to One Million, Three Hundred Thousand and 00/100 (\$1,300,000.00) Dollars of County ARPA Funds.

NOW THEREFORE, be it ordained by the Oconee County Council in meeting duly assembled that:

Section 1. Appropriation. One Million, Three Hundred Thousand and 00/100 (\$1,300,000.00) Dollars of County ARPA Funds are hereby appropriated and set aside for the Westminster Water Infrastructure Project.

Section 2. Expenditures. Expenditure of funds appropriated out of County APRA Funds for the Westminster Water Infrastructure Project is approved in an amount up to One Million, Three Hundred Thousand and 00/100 (\$1,300,000.00) Dollars, subject to the following conditions:

- a) All federal requirements, specifically including applicable regulations promulgated by the United States Department of Treasury, shall be strictly adhered to in the administration of these funds.
- b) County and Westminster shall enter into a subrecipient agreement, in a form common to federal grant funding, prior to the expenditure of County ARPA

Funds for the Westminster Water Infrastructure Project. The County Administrator is authorized to execute such an agreement on the advice of the County Attorney.

- c) The subrecipient agreement shall address all matters relevant to the County's receipt of Fiscal Recovery Funds, including but not limited to regulatory compliance, accounting, reporting, audit preparation, use restrictions, and clawback provisions. 31 CFR Part 35.9.
- d) County reserves the right to discontinue the expenditure of funding appropriated for the Westminster Infrastructure Project at any time based on: (1) emergency or exigent circumstances; (2) due to lack of available funds; (3) if the Westminster Water Infrastructure Project is deemed an impermissible project, in whole or part, under ARPA, Department of Treasury regulations, or other legal authority; (4) for an actual or threatened breach of the subrecipient agreement; or (5) for convenience.

Section 4. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance.

Section 5. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 6. Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ of _____, 2021.

ATTEST:

Katie Smith
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: June 15, 2021
Second Reading: July 20, 2021
Third Reading: August 17, 2021
Public Hearing: August 17, 2021

EXHIBIT A



Gateway to the Mountain Lakes Region

June 4, 2021

To: Mr. Julian Davis, Oconee County Council District IV (Chairman Pro Tem)

From: Kevin Bronson, City Administrator

Subject: Request for American Rescue Plan funding

Dear Mr. Davis:

The City of Westminster is working diligently to complete an upgrade to the water system at its raw water intake on the Chauga River. Please accept this request for \$987,420 from Oconee County's American Rescue Plan allocation – or any other funding source(s) as may be appropriate for you to consider. Time is of the essence for the City to receive commitment of the funds in order to take full advantage of all warranties and anticipated, gained efficiencies.

In the spring of 2019 Westminster was awarded a low interest loan through the South Carolina Office of Regulatory Staff – Energy Office to complete the installation of water pumps (drives) on the City's water system to increase the operational efficiency of the system. Westminster expects that loan to close in the near term.

However, the City is seeking funding from Oconee County to install two VFD's (pumps) at the City's raw water intake on the Chauga River, a challenging effort given the topography at the raw water intake. The \$987,420, if received from Oconee County, will allow the installation of the VFD's by the end of the calendar year.

These funds will leverage the \$414,550 low interest loan through SC Office of Regulatory Staff – Energy Office in which 5 VFD's have already been installed and 2 more are currently being manufactured for Westminster. By installing VFD pumps Westminster is increasing the operating efficiency of the water delivery and therefore reducing future costs.

As a cost consideration Westminster understands its customers are sensitive to any cost increases. While these funds being requested from the Oconee County ARP allocation will not offset current operating costs, the outcome of the project is expected to provide future benefit by reducing the cost to operate the system. Future cost increases may be less. Please see the engineers' calculation below for calculated and anticipated savings.

A detailed budget is included to explain the additional funding necessary to complete the targeted improvements. Westminster obtained the pricing from vendors within the last four months; however, due to steep cost increases across many of the components sectors, the staff has included a 20% contingency. This is a refined request and unless there is a procurement issue or delay Westminster firmly

believes the December 31, 2021 close date is appropriate and well within its means.

Westminster is committed to full completion by December 31, 2021, sooner if funding can be secured to complete the project:

Estimated Cost /Description

\$448,000	(2) 300 hp inverter duty motors with compatible pumps
\$136,500	Wiring of (2) 300 hp motors from mezzanine up hill 300' to VFD building
\$133,900	Replacement of 24" check valve located up the hill, including new building
\$39,000	Construction of 16" X 20" climate controlled VFD/SCADA building
\$14,400	(1) transformer with KVA pad
\$1,800	Removal & disposal of existing pumps & motors.
\$16,250	SCADA wiring from VFD's to the motors on the mezzanine (running fiber optic line)
\$33,000	Site work
\$822,850	Total estimated project cost
\$164,570	20% Contingency
\$987,420	Grand Total

Engineering Report

The following information is provided by the Westminster's Electrical Engineer – Tucker Engineering Associates, Inc. - May 23, 2021

Recent improvements to Variable Frequency Drive (VFD) feature sets mean they now offer more than just their well-known energy savings capability, particularly when paired with a motor/pump system:

1. Energy Efficiency \$188,799 per year savings
2. Advanced Functionality Optimal operation determined by VFD firmware
3. Reduced Component Degradation Increased life expectancy of motors/pumps
4. System Reliability Increased reliability = less down time
5. Lower Starting Currents and avoidance of Water Pressure Shock to Water System – Another intangible cost to the City is the damage to the existing old water mains that transport the Chau River raw water to the plant when the 500HP pumps are turned on/off producing high pressure transients along the piping sometimes causing breakages. The operation of the VFDs will be a continuous lower flow rate with no excursions of water pressure on the old piping.

1. Energy Efficiency

The most obvious advantage of a VFD is the notable energy efficiency.

A typical water pump application setup uses a direct electrical supply to power a motor, which then runs the pump. The motor runs at a continuous speed regardless of the requirements placed on it by the pump because the power supply is constant. The motor/pump uses the energy output it needs from the motor; the rest is wasted.

If the motor is controlled by a VFD, the frequency of the electricity powering the motor—and hence the speed of the motor—is regulated according to the demands of the application. If less power is required from the motor at certain points in a process, then the drive adjusts the electrical frequency, slowing the motor. The aim is to ensure that the motor only generates enough energy to power the pump and no more, eliminating energy wastage. Studies have shown that a 20% reduction in motor speed can lead to

a 50% energy saving (source: GAMBICA).

For most pumps the fluid flow provided varies directly with the pump rotational speed. The input power requirement varies as the cube or third power of the speed ratio. Small decreases in equipment rotating speed or fluid flow yield significant reductions in energy use. For example, reducing speed (flow) by 20% can reduce power requirements by approximately 50%.

Given:

* Westminster Raw Water Pumps at Chau Ram River consumed 924,160 Kwh from 04/01/20 to 05/01/21 @ \$0.167/Kwh for Water Plant with payments equaling to \$154,418.08 during the year.

*PMPA Base Demand charge for the City is \$43.86/Kw.

Assuming the optimum pump/motor speed is set to approximately 20% reduction, the energy consumption could be reduced from 924,160 Kwh to 462,080 Kwh or an annual savings of \$77,167.36 for the energy cost at the Water Plant operation. Also, the reduction of the motor/pump size from 500HP or $(500HP)(.736Kw/HP)/(.85pf) = 432.9 Kw$ to $(300HP)(.736Kw/HP)/(1.0pf) = 220.8 Kw$ or 212.1 Kw reduction in demand. The reduction of the City base demand cost would be $(212.1 Kw)(\$43.86/Kw) = \$9,302.70/mo$ or \$111,632/yr as the PMPA billing is ratcheted. Total of Electrical costs reduction of \$188,799 per year.

2. Advanced Functionality

Drives are becoming more advanced, now offering exceptional feedback and monitoring capabilities. Sensors used to detect a wide range of variables, such as pressure, temperature or movement, can be fed into the drive control module to accurately determine the optimal output frequency and motor speed. If a given variable changes, the drive can be set-up to automatically adapt the frequency, altering the speed of the motor. Once the sensors indicate that the desired state has been achieved, the drive can then normalise its frequency.

A great example of this adaptation is temperature monitoring. A VFD can be set up to monitor motor temperature. To ensure it does not overheat, it can automatically lower the motor speed, send error signals or stop the motor altogether. This advanced functionality can improve the performance and reliability of the Chau River Pump project.

3. Reduced Component Degradation

Optimizing motor and pump performance can reduce stress on the mechanical and electrical components of a system, limiting component failure resulting from wear. By reducing the speed at which a motor is running at certain points in the process, the individual components are placed under less mechanical stress. This change also reduces stress on other components such as cables and connectors further down the line.

4. System Reliability

The VFDs selected and purchased by The City of Westminster have safety features such as short circuit protection and safety torque off (STO) functionality. These features eliminate the need for electrical components, such as motor circuit breakers and contactors, reducing the number of components and therefore costs. Reducing the number of electrical components also increases system reliability and reduces the risk of system downtime.

5. Lower Starting Currents

In comparison to a mains-powered motor with direct starting, the Westminster Raw Water Pump project VFDs will reduce the starting current by up to 80% without affecting the starting torque. By enabling

lower starting currents and spreading the —Electrical Demand Period||, the Westminster Raw Water Pump delivery demand and thus, the City of Westminster PMPA billing demand will be reduced. The VFDs are also designed to eliminate transients from entering the VFDs and also eliminate transients and/or —Standing Wave condition|| from being produced toward the motor/pumps. The resulting elimination of energy spikes (transients) also mean that failures of electrical equipment (especially the 300HP pumps) will be reduced.

Conclusion

The Westminster Raw Water Pump Project VFDs will greatly improve the reliability of the raw water delivery from the Chau River source. In addition, the VFDs should pay for themselves within a year of operation, removing any perceived investment risk for the project.

End: Tucker Engineering Associates, Inc. - May 23, 2021

Securing Funding – a Plan with Alternatives

Westminster will proceed to secure funding by requesting funding from the sources identified below.

- 1- Southeastern Rural Community Assistance Project (SERCAP - contacted Director Willie Morgan via email on May 31, 2021 with follow-ups planned the week of May 24th.
- 2- Oconee County American Rescue Plan funding - request through the local delegation to the Oconee County Council - initial conversations have taken place with follow up the week of May 24th.
- 3- Any other option presented, revealed or otherwise discovered that can be pursued – will be.
- 4- Westminster American Rescue Plan + current fund balance of the Westminster combined utility fund

Following is a restatement of the narrative that provides important information regarding the project.

2021 Conditions

In 2019, the City staff did not anticipate the complexities of replacing the raw water intake pumps with VFD's. The terrain at the raw water pumps is mountainous along a river, the terrain is steep, difficult to navigate for equipment replacement. The engineering is dated and it is difficult to match to modern equipment and requires retrofits to make the improvements possible. Provided is a number of photos that demonstrate the challenging aspects of the terrain.

Westminster in 2019 identified the use of these funds to cover VFD's to improve overall efficiency of the water system to better serve its Westminster City and Oconee County water system customers. Based on 2019 US Census data, the City of Westminster qualifies as an LMI community. Most of the service area is rural in nature.

The following is a description of the City of Westminster's water system:

The City of Westminster has owned and operated a complete water system to serve the City residents and commercial/industrial customers since 1934. The City directly serves 7,658 people via 3,281 residential taps and 52 non-residential taps (this includes people living inside City limits as well as people living in the County outside City limits). The City also serves a secondary population of 1,449 through the City's wholesale customer, TESI Total Environmental Solutions, Inc. These customers live outside City limits.

Since the beginning of the Westminster water system, there have been many changes and upgrades in

accord with available technologies to more economically operate. The following is information to support this objective to operate more economically.

The present basic constructs of the City water system are:

Two 500HP "raw water" pumps located at the Chauga River pumping station transport water to the City water treatment plant. Numerous pumps within the water plant move the water between the water treatment stages. Finished water pumps transport the treated water to the City water elevated storage tanks. These tanks maintain system pressure and store water until it is needed and distributed to the residents and commercial companies in the City.

Water treatment plant lighting, heating, and air conditioning, etc. are of "less efficient" operating costs. Each of the above constructs have opportunities for improvement in efficiency (read savings of City expense toward the Water System).

The raw water pumps are tasked to push approximately 1.5 million gallons per day over a distance of 2 miles. The flow resistance of the piping over that distance represents the horsepower needed to get that amount of water transported. If the flow rate is reduced, the energy to pump water to the treatment plant is reduced exponentially.

Instead of keeping the raw water pumps running and reducing the flow to match the City's water demand by choking the flow with valves, electronically controlling the raw water pumps' flow to only what is necessary during daily operation is where the huge difference of pump energy is realized (Money savings for the City).

The existing raw water pumps are capable of approximately 4 million gallons/day and the City usage is approximately 1.5 million gallons/day. It is anticipated that the aged 500HP pumps will be replaced with smaller and more efficient 300HP pumps.

In 1989, the City contracted Graves Pumps Services, Jackson, SC to install the existing pumps and motors. Over the years, they have been re-built and re-built to the point they cannot be re-built again. 6 years ago, Graves Pump Services advised the former Water Plant Superintendent to replace the pumps and motors. Unfortunately, this was not done. Fast forward 6 years and the pumps and motors are in even worse condition to the point of complete failure.

Modern "Variable Speed Drive" control systems are capable of remotely controlling (utilizing the City's "remote data acquisition system") the Raw Water Pumps such that the most economical flow rate from the Chau River pump station can be achieved. Modern "Variable Speed Drive" control systems are also designed to protect motors (in this case the City's water pumps) to avoid costly motor rewinds and other costly maintenance. (Also money savings for the City).

The numerous pumps with the City water treatment system are utilized as a "choreographed" set of pumps to match the raw water pump subsystem and water treatment plant with the City water demand.

The water treatment plant water pumps presently are semi-automatic and are manually choreographed by the water plant operators.

By utilizing, the modern "Variable Speed Drive" control systems, the efficiency of the pumps are improved and more importantly, the pumps are controlled by the advanced VFD control system, which utilizes the

“remote data acquisition system” to “load follow” the City water usage, which is in synch with the raw water pump flow.

The water treatment plant finished water pumps (three 125HP) are presently VFD controlled by the water plant operators. These finished water pumps have been elevated in their efficiency by the modern VFD control system and experience the enhanced protection of the motors and expected extended life. The choreographed utilization of the finished water pumps will also reduce their energy requirements in accord with the raw water pump reduction in flow, which will also reduce their flow requirements and afford the City reduction in operational expense.

The existing City water treatment plant was constructed in 1979. The internal heating, cooling, lighting and small motor controls are very dated and much less efficient than that of more recent technologies.

Ultimately, each of the projects above would be integrated and controlled either by one central control or by distributed control such that optimum efficiency of the City water system is obtained. The City’s “Water System data retrieval system” will be interfaced with the new 300HP VFDs such that the VFDs’ data is available for overall water system optimization.

In closing, this project will bring the City of Westminster back to the standard that our customers expect and deserve. It is imperative that the City take action to replace the old and worn out pumps & motors that the new VFD’s require to operate efficiently. The current equipment can fail at any time leaving the City without a source of water to be treated by the Water Treatment Plant leaving the City without water. Removing the transformer and the 12,000 Volt primary line from the mezzanine to the top of the hill is crucial for safety as well as improved access for repairs and maintenance.

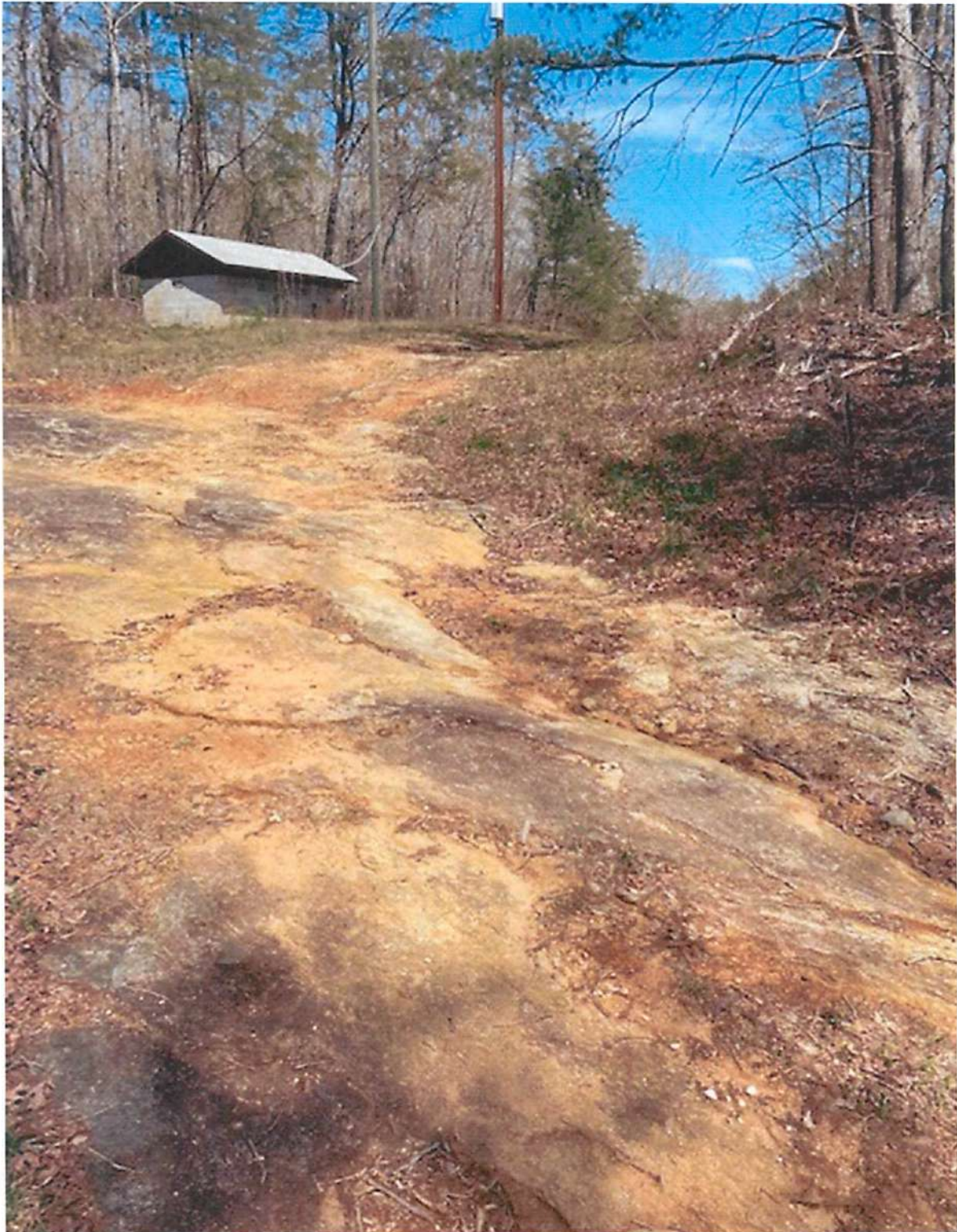
The following is a series of current photos along with a breakdown/description of the cost estimate to purchase the two new pumps and motors, wiring from the motors to the new VFD’s, new 24” check valve, new climate controlled building to house the new VFD’s, transformer with KVA pad:



Photo of existing pumps & motors on old steel platform. The platform is cantilevered out over the Chauga River. Access to this equipment is very treacherous. The cost to replace the wore out pumps & motors is \$280,000.00, delivered & installed only. The 300 HP motors will support the new ConserFund VFD's allowing us to reduce energy consumption and the ability to run the pumps at night at a much lower cost. This will also save the water that is currently pouring out of the failing pumps (wasted water & power).



View from the bottom of the hill looking up to the top of the hill where the check valve building is located. This is a 24" water line from the river intake to the water treatment plant 2 miles away. The cost of wiring from the bottom of the hill to the top of the hill is \$105,000.00



This is a photo of the building on top of the hill that houses the 24" check valve. This is also the site for the future building that will house the new VFD's.

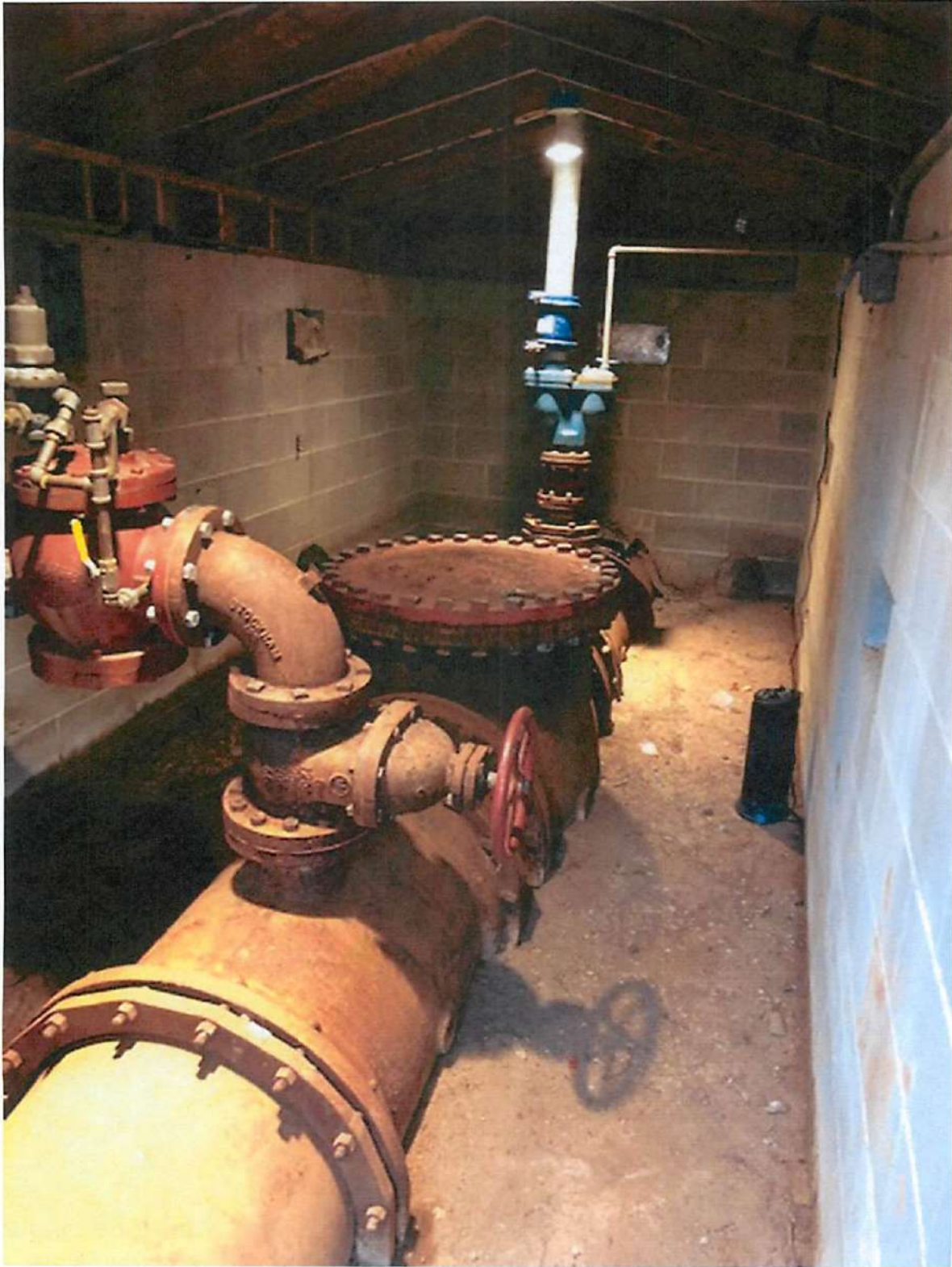


Photo of the inside of check valve building. A new building is essential for increased security as well as lightning strike protection. Currently, the building is completely unsecured and has easy access for intruders or other sabotage.



Check valve installed in 1966. It is leaking badly as seen in the photo. This valve is critical infrastructure responsible for moving approximately 3900 gallons per minute of water from the Chauga River uphill to the Water Treatment Plant located 2 miles away. In the event the valve fails completely or even a partial fail increases the chance for water to flow backwards from the WTP reservoir all the way back down into the river. This would be catastrophic.

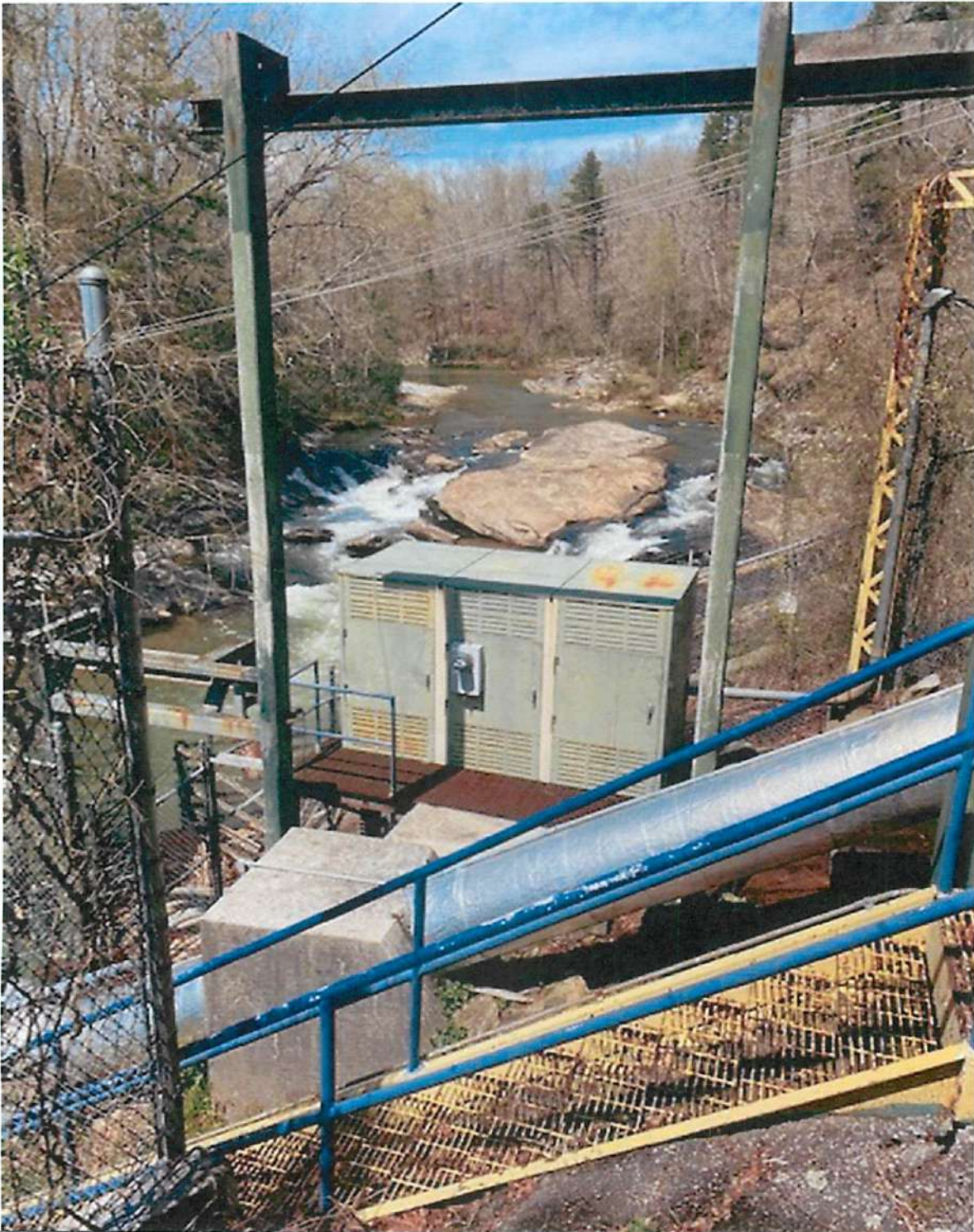


Photo of the current transformer location. It sits on an old steel platform. Access for maintenance or repair is treacherous. Relocating the transformer to the new VFD location will reduce potential lightning strike and improve ability to restore power quicker due to limited access at current location. By removing and relocating the primary 12,000 Volt overhead wires, the hazard for potential injury to employees is reduced. There would also be a reduced risk of environmental impact due to accidental release of oil into the river.



This is a view from the top of the hill where the check valve building is located down to the mezzanine where the pumps & motors are located. The 24" water line is partially underground.

From: Kevin Bronson <kbronson@westminstersc.org>
Date: June 14, 2021 at 3:04:28 PM EDT
To: Council District 4 <district4@oconeesc.com>
Cc: Amanda Brock <abrock@oconeesc.com>
Subject: Westminster ARP - additional funding request

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.

Mr. Davis,

Thank you for the opportunity to add additional information to the request for Oconee County American Rescue Plan funding for the City of Westminster water system.

In my previous request via a memo through email on June 4, 2021 I submitted Westminster's request for \$987,420 to complete the installation of an upgrade to the water system's raw water intake. Please accept this email as a request for funds that, inclusive of the \$987,420, total \$1,300,000.

Westminster request \$312,580 to:

\$155,000 Engineer, permit, repair and make improvements to the plant reservoir. It is currently leaking and needs to be repaired which includes the installation of a new geo liner along the back of the impoundment;

\$65,000 filter upgrade and maintenance;

\$60,000 maintenance and repair to the piping in the pipe gallery that is in the building and the piping on site at the water plant yard;

\$32,580 Improvements and upgrades to the various plant components important to the plan operation.

All of these items are critical to providing safe and reliable drinking water to the systems customers. These improvements are also expected to improve the operational efficiency which will reduce future rate increases. Westminster believes these activities meet the provisions of the American Rescue Plan and will complete these activities within the time specified for the American Recovery Plan.

Thank you,
Kevin Bronson

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2021-16**

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS TO THE OCONEE JOINT REGIONAL SEWER AUTHORITY FOR THE PURPOSE OF SEWER INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE AT THE GOLDEN CORNER COMMERCE PARK; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County ("County"), a body politic and corporate and a political subdivision of the State of South Carolina, is the owner of an industrial and business park known as the Golden Corner Commerce Park ("County Property");

WHEREAS, the Oconee Joint Regional Sewer Authority ("OJRSA") wishes to acquire from County, and County wishes to grant to OJRSA, certain easement rights for the construction, maintenance, alteration, and replacement of sewer infrastructure under and through certain portions of the County Property (collectively, the "Easements Rights");

WHEREAS, the form, terms, and provisions of the Sewer Infrastructure Easement Agreement (the "Easement Agreement") now before the Oconee County Council ("Council"), a copy of which is attached hereto as Exhibit A, are acceptable to the Council for the purpose of giving effect to the Easement Rights; and

WHEREAS, Section 4-9-30(2) of the South Carolina Code of Laws authorizes the County to transfer or otherwise dispose of interests in real property.

NOW, THEREFORE, be it ordained by Council, in meeting duly assembled, that:

1. Council hereby approves the grant of the Easement Rights subject to and in conformity with the provisions of the Easement Agreement.
2. The County Administrator is authorized to execute and deliver the Easement Agreement on behalf of County in substantially the same form as attached hereto as Exhibit A, or with such changes as are not materially adverse to County and as the Administrator shall approve with advice from the County Attorney.
3. The County Administrator is further authorized to execute and deliver any and all other documents or instruments on behalf of the County, as relate to the Easement Rights, in a form and substance acceptable to the County Administrator with advice from the County Attorney.
4. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance.
5. All other terms, provisions, and parts of the Oconee County Code of Ordinances, not

amended hereby, directly or by implication, shall remain in effect.

6. This Ordinance shall take effect and be in full force from and after third reading and enactment by Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2021.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: July 20, 2021
Second Reading: August 17, 2021
Third Reading: _____
Public Hearing: _____

Grantor retains all rights to the Easement Premises not inconsistent with the rights of Grantee set forth herein. Additionally, Grantor consents to the following:

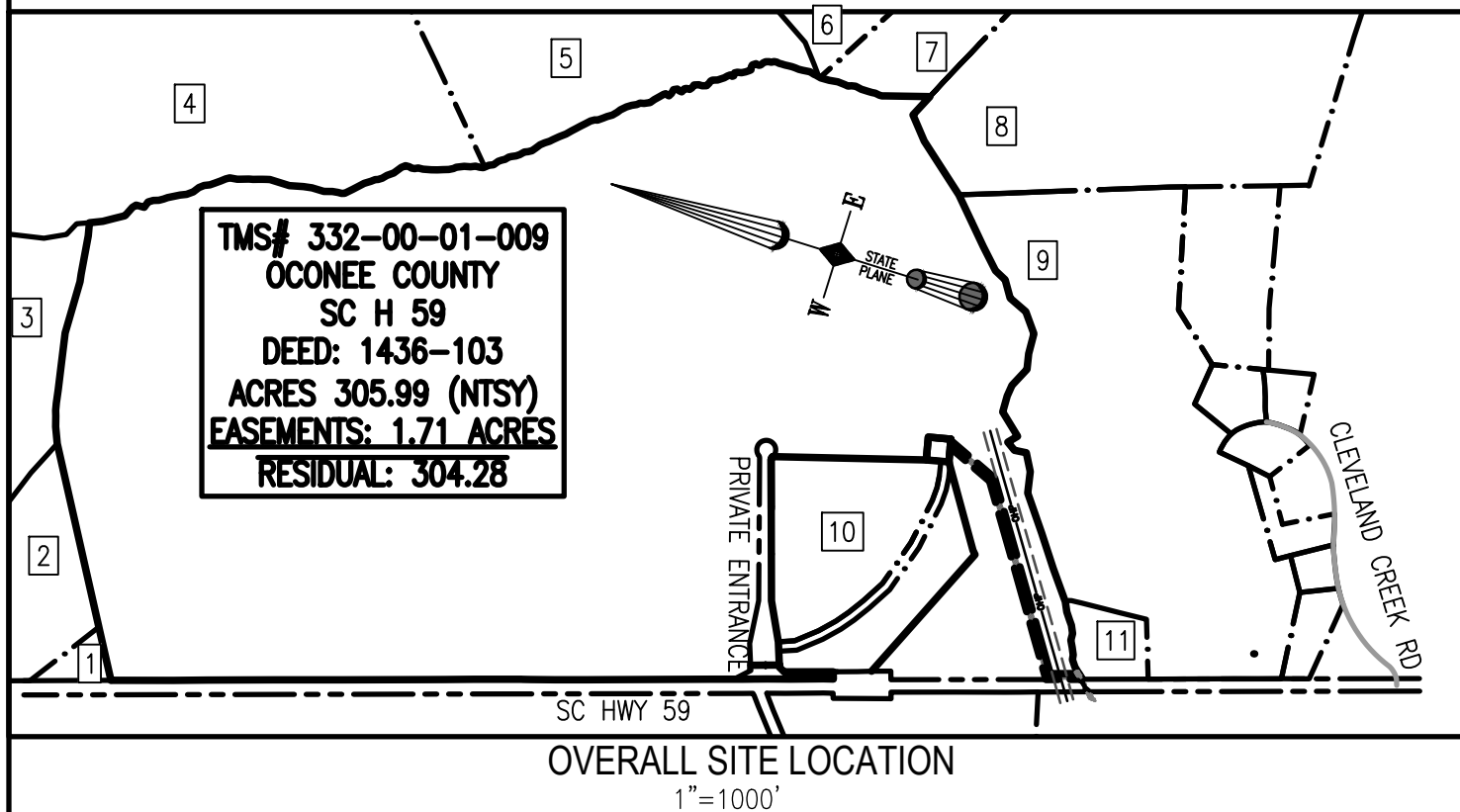
- 1) The Grantor shall not damage or cause to be damaged through acts of the Grantor any of the pipelines or appurtenances of the system.
- 2) No building or structures, pipes or underground lines, ponds or lakes, shall be constructed by the Grantor within the Easement Premises without first obtaining the prior written consent of the Grantee, which shall not be unreasonably withheld, delayed, or conditioned.
- 3) The Grantor shall not excavate or fill within the Easement Premises or cause a substantial change in the topographical features of the Easement Premises as it exists on the date of these presents without first obtaining the prior written consent of the Grantee, which shall not be unreasonably withheld, delayed, or conditioned. Any street, road, drive, or right-of-way constructed by the Grantor over, through or across the Easement Premises shall be done at the peril of the Grantor. Therefore, the Grantee shall not be responsible for any damage done to any such street, road or drive should it become necessary to disturb the same to effect relocations, changes, renewals, substitutions, replacements, or maintenance of the said lines or appurtenances thereto, unless such relocation, change, renewal, substitution, replacement or maintenance is occasioned by the negligence or wilful misconduct of the Grantee.

In addition to the consideration paid by the Grantee herein to the Grantor for the granting of this easement, the Grantee agrees to the following:

- a) To replace and restore any grasses, ornamental shrubs, bushes, or trees located in or about the Easement Premises which were destroyed or damaged during construction or maintenance of the pipeline or its appurtenances.
- b) To replace driveways, fences, sidewalks, curbing and parking areas disturbed or damaged during initial construction, maintenance, or repair of the sewer pipeline or its appurtenances.
- c) To pay to the Grantor any damages occasioned by the destruction of or injury to any growing crops located and situate on or about the Easement Premises occasioned by the Grantee going upon the Easement Premises to maintain the said line or its appurtenances, including but not limited to such destruction during the exercise of the Grantee's rights of ingress and egress to the Easement Premises.
- d) Upon completion of construction, or upon completion of any subsequent maintenance, change, or relocation within the Easement Premises, the Grantee shall cause the area within the Easement Premises disturbed by such construction or maintenance to be sowed in ground cover.
- e) To allow the Grantor to connect and attach onto the sewer line, in accordance with current rules, regulations, and fees currently charged to users of the same class, such connection shall be according to standards of the Oconee County Sewer Use Ordinance and specifications and plans approved by the Grantee. In addition thereto, the Grantee covenants that the user's charge applicable to the Grantor shall not be greater than charges made to others of that class of use similar to the Grantor, regardless of location.
- f) Grantee shall indemnify, defend, and hold Grantor, its representatives, agents, employees, successors and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings of any nature, including, without limitation, for injury to any persons (including death) or property which may have arisen, or be claimed to have arisen, from or out of (i) any damage, accident, injury, or other similar occurrence in or on the Grantor's property, including the Easement Premises, due to Grantee's negligence or misconduct or (ii) the use, maintenance or repair of the Easement Premises by Grantee, its guests, invitees, agents, or contractors.
- g) The easement shall not be exercised by the Grantee in a manner so as to prevent or unreasonably interfere with the use and enjoyment of the Grantor's property, including the Easement Premises, by Grantor, its employees, servants, agents, guests, and invitees.
- h) The items to be constructed, installed, operated, and maintained on the Easement Premises shall be constructed, installed, operated, and maintained in a safe manner, consistent with all applicable laws, industry standards, and manufacturers' requirements.
- i) Any damage to the Grantor's property caused by the Grantee's activities, shall be replaced or repaired by the Grantee to the satisfaction of the Grantor.

ADJACENT PROPERTY OWNERS

1.	TMS# 332-00-01-008	KENNETH H & ELIZABETH BECKER	DEED: 1309 241
2.	TMS# 332-00-01-001	KENNETH H & ELIZABETH BECKER	PLAT: B629 4&5
3.	TMS# 326-00-01-009	BLANKET BACK LLC	DEED: 1607 159
4.	TMS# 332-00-01-012	KENNY E & PATRICIA CAIN	PLAT: B282 2
5.	TMS# 332-00-01-005	RAINEY B & JACKIE S & TYE WALTERS	DEED: 2009 231
6.	TMS# 332-00-01-016	THOMAS O BOYKIN III	DEED: 1815 295
7.	TMS# 332-00-01-015	THOMAS O BOYKIN III & JOSHUA L BOYKIN	PLAT: B128 1
8.	TMS# 337-00-04-009	THOMAS O BOYKIN III	DEED: 1559 170
9.	TMS# 332-00-01-023	PIONEER RURAL WATER DISTRICT	DEED: 2086 153
10.	TMS# 332-00-01-024	OCONEE ALLIANCE	DEED: 2344 287
11.	TMS# 337-00-04-015	WALLACE E COBB SR & DIANE H COBB	DEED: 1119 158

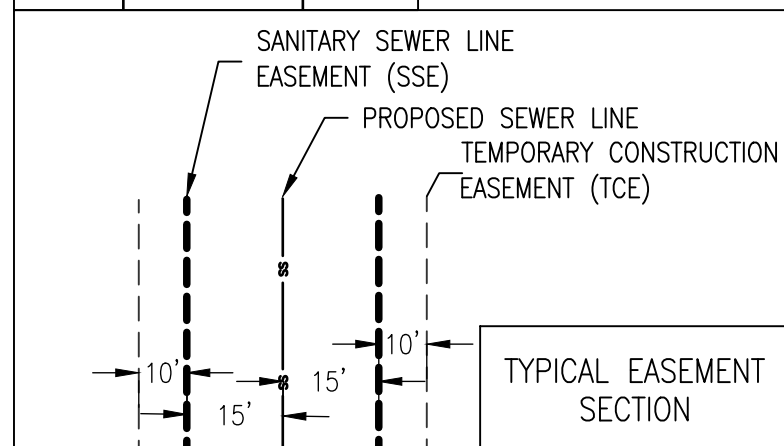


Line Table

Line #	Direction	Length
L1	N12°07'44"W	42.01
L2	N12°07'44"W	77.63
L3	N77°50'20"E	120.58
L4	S12°07'44"E	119.63
L5	S77°50'20"W	7.10
L6	S77°50'20"W	36.79
L7	S77°50'20"W	76.69
L8	S56°48'18"W	166.55
L9	S17°23'29"E	151.05
L10	S41°17'11"W	34.94
L11	N17°38'40"W	191.70
L12	N56°48'18"E	189.96
L13	N56°48'18"E	299.94
L14	N56°50'05"E	300.00
L15	N56°46'32"E	295.30

LEGEND

	PROPERTY LINE W/ CORNER (AS DESC.)
	EASEMENT LINE NEW
	EASEMENT LINE EXISTING
	RIGHT OF WAY LINE
	ADJACENT PROPERTY LINE
	TEMPORARY CONSTRUCTION EASEMENT
	PROPERTY LINE TIE
	CENTERLINE (PAVEMENT)
	RIGHT OF WAY CENTERLINE
	SANITARY SEWER LINE
	FEMA FLOOD LINE
	30' SANITARY SEWER EASEMENT(15'E.S)(SSE)
	10' TEMPORARY CONSTRUCTION EASEMENT (TCE)



TMS# 332-00-01-009
OCONEE COUNTY

TMS# 332-00-01-009
OCONEE COUNTY

TMS# 332-00-01-024
OCONEE ALLIANCE

POB
(AT ACCESS ROAD)
N: 985234
E: 1401534

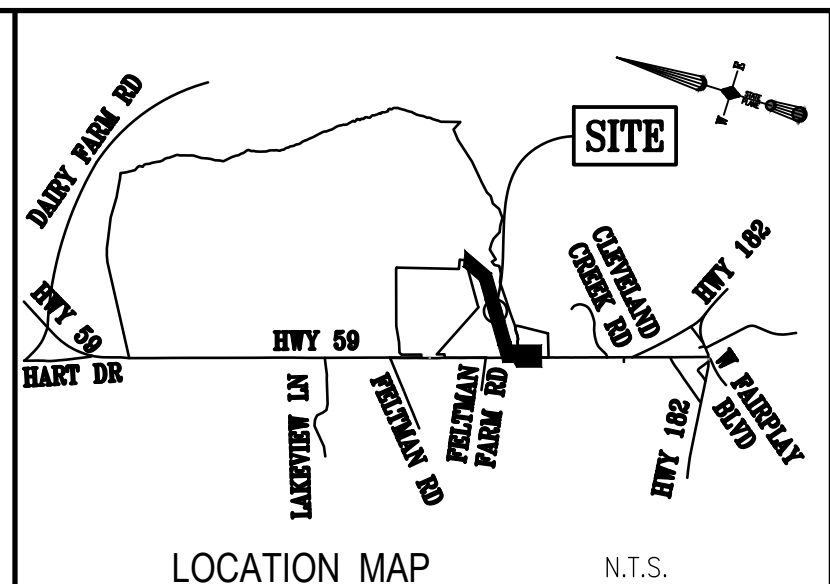
TMS# 332-00-01-024
OCONEE ALLIANCE
PLAT: B629 4&5

**NEW 30' SEWER
EASEMENT SITE**
1.05 ACRES(SSE)
0.66 ACRES(TCE)

TMS# 332-00-01-009
OCONEE COUNTY
SC H 59
DEED: 1436-103
ACRES 305.99 (NTSY)
EASEMENTS: 1.71 ACRES
RESIDUAL: 304.28

N: 985364
E: 1400338

N: 984222
E: 1400651



GENERAL NOTES:

- THE PURPOSE OF THIS EXHIBIT IS TO GRANT A PERMANENT SANITARY SEWER EASEMENT FROM OCONEE COUNTY (TAX MAP PARCEL 332-01-009) TO OCONEE JOINT REGIONAL SEWER AUTHORITY.
- THIS PLAT SHOWS ONLY EASEMENTS WHICH ARE OBVIOUS OR APPARENT TO THE SURVEYOR.
- STATE PLANE COORDINATES ARE FOR GIS PURPOSES ONLY.
- BY GRAPHIC PLOTTING ONLY, THIS PROPERTY APPEARS TO BE IN FLOOD ZONES "A" & "AE" (NAVD 1988) AS SHOWN ON FLOOD INSURANCE RATE MAP #FM45073C0440C, EFFECTIVE DATE: 09/11/2009, LOCATED IN COMMUNITY #450157.

ABBREVIATION LEGEND

RBF	REBAR FOUND
SSE	SANITARY SEWER EASEMENT
TCE	TEMPORARY CONSTRUCTION EASEMENT
ES	EACH SIDE (15' EACH SIDE)

SYMBOLS LEGEND

- 5/8" REBAR FOUND
- ✕ X-MARK IN CONCRETE
- CA COMMUNICATION ACCESS

REFERENCE PLATS

- STEPHEN R EDWARDS 3/31/2017 B629-4-5

**SANITARY SEWER
EASEMENT PLAT**

FOR A PORTION OF TAX MAP NUMBER
332-00-01-009

PREPARED FOR
OCONEE COUNTY
LOCATED IN OCONEE COUNTY, SOUTH CAROLINA

DAVIS & FLOYD

SINCE 1954

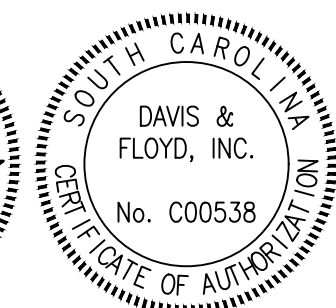
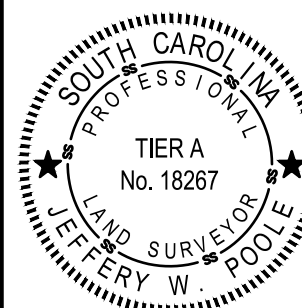
1319 HIGHWAY 72-221 EAST
GREENWOOD, SOUTH CAROLINA 29649
864-527-9800



SCALE: 1"= 100'

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

JEFFREY W. POOLE PLS# 18267 864-229-5211



SURVEYOR	CHECKED	JOB NO.
A. ANDERSON	J. POOLE	13509-14
DRAWN	APPROVED	DATE
M. MONTGOMERY	J. POOLE	07/13/2021
NO.	REVISED	CHK. DATE

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2021-17**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED FEE AGREEMENT BETWEEN OCONEE COUNTY AND PREZERO US SERVICES, LLC (“PREZERO”), AND AMENDING THE AMENDED FEE AGREEMENT DATED AS OF OCTOBER 1, 2019; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “Act”) to cause to be acquired properties (which such properties constitute “projects” as defined in the Act) and to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes (the “FILOT”) through a FILOT agreement (the “Fee Agreement”) pursuant to the Act through which powers the industrial development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to an Oconee County ordinance dated October 7, 2014, the County Council authorized the execution and delivery by the County of a Fee Agreement dated as of October 1, 2014 (the “Original Fee Agreement”) with ACI PLASTICS SOUTH, LLC (“ACI Plastics”) for the purpose of supporting a portion of the cost through economic development incentives, of the expansion and acquisition, by construction and purchase of buildings, improvements, machinery, equipment and fixtures which constitute a facility used for the purpose of manufacturing and engineering thermo plastic compounds in the County and all activities related thereto (the “Project”); and

WHEREAS, on October 1, 2019, the County entered into an Amended Fee Agreement (the “Amended Fee Agreement”) adding ACI Properties South, LLC (“ACI Properties”), and Greencycle US Holding, Inc. as sponsors (“GreenCycle” and together with ACI Plastics and ACI Properties, the “Original Sponsors”);

WHEREAS, the Amended Fee Agreement committed the Original Sponsors to a minimum investment of \$10 million in the County on or before December 31, 2020;

WHEREAS, the Amended Fee Agreement provided that if the \$10 million goal was met by December 31, 2020, the investment period would be extended until December 31, 2025 for fee in lieu

of tax expenditures otherwise subject to ad valorem taxes except for the fee granted in the Fee Agreement;

WHEREAS, the Amended Fee Agreement provided that as of October 1, 2019, ACI Plastics had invested \$1,700,000 in the Project under the Fee Agreement and committed that the Original Sponsors would invest not less than \$10,000,000 on or before December 31, 2020 in compliance with the minimum investment required by the Act;

WHEREAS, the Original Sponsors invested \$14,760,422 in the Project under the Amended Fee Agreement on or before December 31, 2020 in compliance with the minimum investment required;

WHEREAS, pursuant to one or more transactions involving the Original Sponsors and PreZero, which transactions closed on July 9, 2021 (“Closing”), the Original Sponsors sold, assigned, and transferred (the “Transfer”) to PreZero all of their rights, titles, and interests in and to the Original Project, including without limitation all real and personal property qualifying as Economic Development Property (the “FILOT Property”) and all of their rights, titles, and interests in, to, and under the Fee Agreement as amended by the Amended Fee Agreement;

WHEREAS, Section 4.11 of the Fee Agreement, as amended by the Amended Fee Agreement, and Section 12-44-120 of the Act permit assignment or transfer of the Fee Agreement and the FILOT Property provided the County enacts a written consent via a resolution of County Council;

WHEREAS, pursuant Resolution 2021-08, duly adopted on July 20, 2021, by County Council, the County approved the Transfer and authorized the execution of the Assignment (as defined below);

WHEREAS, the County, the Original Sponsors, and PreZero entered into an agreement to transfer the Fee Agreement to PreZero dated July 27, 2021 (the “Assignment”);

WHEREAS, certain provisions in the Assignment required clarification and in furtherance of such clarification, the County and PreZero executed Addendum #1 to that certain Agreement as to Assignment and Assumption of Amended Fee Agreement, dated July 27, 2021;

WHEREAS, the County and PreZero have agreed to further amend the Amended Fee Agreement to provide for certain special source revenue credits in connection with PreZero’s agreement to make an additional investment of \$11,500,000 in the Project and create 32 new jobs;

WHEREAS, Section 12-44-40(K)(1) and (2) of the Act permits the County to further amend the Amended Fee Agreement as requested by PreZero;

WHEREAS, the County Council finds that granting the request of PreZero to so amend the Amended Fee Agreement is in the best interest of the County and its people since it will induce PreZero to continue the Project, make additional investment, and create new jobs in the County; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of a Second Amendment to Fee Agreement by and between the County and PreZero which includes (1) the continuation of the same fee payments, in terms of calculation of payments made to the County, required under the Amended Fee Agreement, provided that any additional investment made by PreZero during the remainder of the Investment Period shall receive a 20% special source revenue credit for five years; (2) the continuation of the same fee in lieu of tax payments as under the Amended Fee Agreement only for the time required and allowed for payments under the Amended Fee Agreement, plus an extension of the Investment Period until December 31, 2025 (which was defined in the Amended Fee Agreement as an “Amended Investment Period”; (3) the appropriate agreements and terms to otherwise continue the terms and provisions, including expectations of the parties, and limitations of the Amended Fee Agreement, without change except as specified herein, and (4) the substitution of PreZero in place of the Original Sponsors in the Second Amendment to Fee Agreement as contemplated by the Assignment; and

WHEREAS, it appears that the Second Amendment to Fee Agreement above referred to (the “Second Amendment to Fee Agreement”), which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, in meeting duly assembled, as follows:

Section 1. It is the intention of the County Council and PreZero that the amendment of the Amended Fee Agreement shall not diminish or enhance the value of the existing fee in lieu of tax arrangement between the County and the Original Sponsors to either party, provided, PreZero shall be entitled to receive a 20% special source revenue credit on any additional investment in the Project during the remainder of the Investment Period.

Section 2. The terms of the Second Amendment to Fee Agreement presented to this meeting and filed with the Clerk to the County Council be and they are hereby approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Second Amendment to Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Second Amendment to Fee Agreement in the name and on behalf of the County, and thereupon to cause the Second Amendment to Fee Agreement to be delivered to PreZero. The Second Amendment to Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all

changes or revisions therein from the form of the Amended ACI Fee Agreement now before this meeting.

Section 3. The Chairman of the County Council and the Clerk to the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Amended ACI Fee Agreement and the performance of all obligations of the County under and pursuant to the Amended ACI Fee Agreement.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this ___ day of _____ 2021.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
John Elliott, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Katie D. Smith, Clerk to County Council
Oconee County, South Carolina

First Reading: August 17, 2021
Second Reading:
Public Hearing:
Third Reading:

SECOND AMENDMENT TO FEE AGREEMENT

THIS SECOND AMENDMENT TO FEE AGREEMENT is made and entered into as of _____, 2021, by and between OCONEE COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council as governing body of the County, and PREZERO US SERVICES, LLC, a Delaware limited liability company qualified to conduct business in the State of South Carolina (“*PreZero*”).

WITNESSETH:

WHEREAS, Oconee County, South Carolina (the “*County*”), acting by and through its County Council, and as authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, entered into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement having an effective date of October 1, 2014 with ACI Plastics South, LLC, a South Carolina Limited Liability Company (“*ACI Plastics*”), whereby the County covenanted with ACI Plastics to accept certain payments in lieu of *ad valorem* taxes, with respect to investments by ACI Plastics relating to ACI Plastics’ establishment of a thermo plastic compound manufacturing facility in Oconee County, South Carolina, which lies in a Multi-County Industrial Park established by the County (the “*Original Project*”);

WHEREAS, the Fee Agreement was approved by the County Council on October 7, 2014;

WHEREAS, on October 1, 2019, the County entered into an Amended Fee Agreement (the “*Amended Fee Agreement*”) adding ACI Properties South, LLC (“*ACI Properties*”), and Greencycle US Holding, Inc. as sponsors (“*GreenCycle*” and together with ACI Plastics and ACI Properties, the “*Original Sponsors*”);

WHEREAS, the Amended Fee Agreement committed the Original Sponsors to a minimum investment of \$10 million in the County on or before December 31, 2020;

WHEREAS, the Fee Agreement provided that if the \$10 million goal was met by December 31, 2020, the investment period would be extended until December 31, 2025 for fee in lieu of tax expenditures otherwise subject to *ad valorem* taxes except for the fee granted in the Fee Agreement;

WHEREAS, the Amended Fee Agreement provided that as of October 1, 2019, ACI Plastics had invested \$1,700,000 in the Project under the Fee Agreement and committed that the Original Sponsors would invest not less than \$10,000,000 on or before December 31, 2020 in compliance with the minimum investment required by the Act;

WHEREAS, the Original Sponsors invested \$14,760,422 in the Project under the Amended Fee Agreement on or before December 31, 2020 in compliance with the minimum investment required;

WHEREAS, pursuant to one or more transactions involving the Original Sponsors and PreZero, which transactions closed on July 9, 2021 (“*Closing*”), the Original Sponsors sold, assigned, and transferred (the “*Transfer*”) to PreZero all of their rights, titles, and interests in and to the Original Project, including without limitation all real and personal property qualifying as Economic Development Property (the “*FILOT Property*”) and all of their rights, titles, and interests in, to, and under the Fee Agreement as amended by the Amended Fee Agreement;

WHEREAS, Section 4.11 of the Fee Agreement, as amended by the Amended Fee Agreement, and Section 12-44-120 of the Act permit assignment or transfer of the Fee Agreement and the FILOT Property provided the County enacts a written consent via a resolution of County Council;

WHEREAS, pursuant Resolution 2021-08, duly adopted on July 20, 2021 by County Council, the County approved, contingent on the Closing, the Transfer and authorized the execution of the Assignment (as defined below);

WHEREAS, the County, the Original Sponsors, and PreZero entered into an agreement to transfer the Fee Agreement to PreZero dated July 20, 2021 (the “*Assignment*”);

WHEREAS, certain provisions in the Assignment required clarification and in furtherance of such clarification, the County and PreZero executed Addendum #1 to that certain Agreement as to Assignment and Assumption of Amended Fee Agreement, dated July 27, 2021;

WHEREAS, the Closing took place on July 9, 2021;

WHEREAS, the County and PreZero have agreed to amend the Fee Agreement to provide for certain special source revenue credits in connection with PreZero’s agreement to make an additional investment of \$11,500,000 in the Project and create 32 new jobs;

WHEREAS, Section 12-44-40(K)(1) and (2) of the Act permits the County to amend the Fee Agreement as requested by PreZero; and

WHEREAS, the County Council finds that granting the request of PreZero to so amend the Fee Agreement is in the best interest of the County and its people since it will induce PreZero to continue the Project, make additional investment, and create new jobs in the County; and

WHEREAS, pursuant to the Second Amended Fee Ordinance, adopted on _____, 2021, the County Council authorized the County to enter into this Second Amended Fee Agreement;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County:

ARTICLE I

DEFINITIONS

The terms defined in this Article shall for all purposes of this Second Amended Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

“Act” shall mean Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

“Authorized Sponsors Representative” shall mean any person designated from time to time to act on behalf of each or any of the Sponsors by its President or one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Sponsors, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Sponsors Representatives to act for the Sponsors with respect to different sections of this Amended Fee Agreement.

“Chairman” shall mean the Chairman of the County Council of Oconee County, South Carolina.

“Code” shall mean the Code of Laws of South Carolina, 1976, as amended.

“Company” shall mean PreZero US Services, LLC, a Delaware limited liability company duly qualified to transact business in the State.

“County” shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Council” shall mean the Oconee County Council, the governing body of the County.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Second Amended Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Sponsors’ removal of equipment pursuant to Section 4.5 of this Second Amended Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.6 of this Second Amended Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.7 of this Second Amended Fee Agreement.

“Economic Development Property” shall mean all items of real and/or tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Second Amended Fee Agreement, and which are identified by the Sponsors in connection with the required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue and Taxation (as such filing

may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsors.

“Equipment” shall mean all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment and fixtures constitute Economic Development Property and thus become a part of the Project pursuant to this Amended Fee Agreement.

“Event of Default” shall mean any Event of Default specified in Section 4.12 of this Amended Fee Agreement.

“Extended Investment Period” shall mean the investment period for the Project from January 1, 2021 until December 31, 2025.

“Facility” shall mean any such facility that the Sponsors may cause to be constructed, acquired, modified or expanded in Oconee County, South Carolina on the land acquired by or on behalf of the Sponsors for the Project.

“Fee Agreement” shall mean the Fee Agreement dated as of October 1, 2014, by and between ACI Plastics and the County, as amended by the Amended Fee Agreement dated as of October 1, 2019, by and between the County and ACI Plastics, ACI Properties, and GreenCycle.

“Fee Term” shall mean the period from the date of delivery of this Second Amended Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Second Amended Fee Agreement.

“FILOT Payments” shall mean the payments to be made by the Sponsor pursuant to Section 4.1 hereof.

“Improvements” shall mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Amended Fee Agreement.

“Initial Investment Period” shall mean the period commencing with the first day that economic development property was acquired pursuant to the Fee Agreement and ending on December 31, 2020.

“Investment Period” shall mean the period commencing with the first day that economic development property was acquired pursuant to the Fee Agreement and continuing pursuant to this Second Amended Fee Agreement and ending on December 31, 2025 (the Initial Investment Period plus the Extended Investment Period).

“New Investment” shall mean all investment by the Sponsor from the date of this Second Amended Fee Agreement until the end of the Investment Period.

“Non-Qualifying Property” shall mean that portion of the Project consisting of: (i) property as to which the Sponsor incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; and (ii) any released property or

other property which fails or ceases to qualify for FILOT Payments, including without limitation property as to which the Sponsor has terminated the FILOT. The Sponsor agrees that the real estate improvements on the Real Property as of the date of this Agreement shall constitute Non-Qualifying Property for purposes of this Agreement.

“Phase” or “Phases” in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day thirty years after each such Phase of the Project becomes subject to the terms of this Amended Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31, 2055, except with respect to the New Investment, for which the County has agreed to a 20-year term, such that the last Phase Termination Date shall be no later than December 31, 2045.

“Project” shall mean the Equipment, Improvements, and/or Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases, which shall constitute expansions or improvements of the Facility, and includes the Original Project. The Project involves an initial investment of sufficient sums to qualify under the Act.

“Qualifying Infrastructure Costs” shall have the meaning set forth in Section 4.1 of this Second Amended Fee Agreement.

“Real Property” shall mean real property, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such shall become a part of the Project under the terms of this Amended Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of the Fee Agreement and this Amended Fee Agreement.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof, all of which the Sponsors shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Second Amended Fee Agreement: (a) components or Phases of the Project or portions thereof which the Sponsors, in their sole discretion, determine to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Sponsors in their sole discretion, elect to remove pursuant to Section 4.6(c) or Section 4.7(b)(iii) of this Amended Fee Agreement (subject, always, to the terms and provisions of Section 4.3, hereof). (subject, always, to the terms and provisions of Section 4.3, hereof).

“Replacement Property” shall mean any property which is placed in service as a replacement pursuant to Section 4.2 for any item of Equipment or any Improvement which is scrapped or sold by the Sponsors and treated as a Removed Component under Section 4.5 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Second Amended Fee Agreement” shall mean this Second Amended Fee Agreement dated as of _____, 2021, which amends and replaces the Fee Agreement, except as otherwise noted herein or in the Fee Agreement.

“Second Amended Fee Ordinance” shall mean the Ordinance of the County Council adopted on _____, 2021 authorizing the Second Amended Fee Agreement dated as of _____, 2021.

"Special Source Revenue Credit" shall mean the Special Source Revenue Credit described in Section 4.1 hereof.

“Sponsor” shall mean the Company as assignee pursuant to the Assignment. Any reference to any agreement or document in this Article I or otherwise in this Second Amended Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Sponsors as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Second Amended Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the amendment of the Fee Agreement, and the execution and delivery of this Second Amended Fee Agreement and any and all other agreements described herein or therein.

(b) The Project, as represented by the Sponsor to the County, constitutes a “project” within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project, except for Non-Qualifying Property, shall be considered Economic Development Property under the Act.

Section 2.2 Representations of the Sponsor. The Sponsor represents and warrants to the County as follows:

(a) The Sponsor represents and warrants that the Sponsor is duly organized and in good standing under the laws of the State, and is qualified to do business in the State, has the power to enter into this Second Amended Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Second Amended Fee Agreement.

(b) The Sponsor represents and warrants that the execution and delivery of this Second Amended Fee Agreement by the Sponsor and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(c) The Sponsor intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Sponsor intends to operate the Project for the purpose of manufacturing and engineering of thermo plastics compounds for industry and commercial use and other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsor may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Sponsor to locate and expand the Facility in the State.

(e) Inasmuch as at present the Sponsor and the Original Sponsors have invested at least \$10,000,000 in the Project under the Fee Agreement on or before December 31, 2020, the cost of the Project will exceed the minimum investment required by the Act and the Investment Period has thus been extended to December 31, 2025 for fee in lieu of tax eligible investments, subject to the fee, in the Project (counting the investment already made in the Project under the Fee Agreement and the Amended Fee Agreement).

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Sponsor has acquired, constructed and/or installed or made plans for the acquisition, lease, construction, expansion and/or installation of certain land, buildings, improvements, fixtures, machinery and equipment which comprise the Project, and the Original Sponsors have already invested at least \$10,000,000 in the Project under the Fee Agreement and Amended Fee Agreement which are being amended by this Second Amended Fee Agreement.

Pursuant to the Act, the Sponsor and the County hereby agree that the property properly comprising the Project shall be Economic Development Property as defined under the Act.

Section 3.2 New Investment. The Sponsor agrees to use reasonable efforts to make an additional investment of \$11,000,000 on or prior to the end of the Extended Investment Period. In consideration of the existing investment and the pursuit of this additional investment by the Sponsor, and provided that the Economic Development Property comprising the New Investment is placed in service prior to the end of the Extended Investment Period, the County agrees that all additional investment shall be entitled to the benefits of this Second Amended Fee Agreement. Furthermore, as described in Section 4.1 below, the County agrees to provide Sponsor with a 20% special source revenue credit for a period of 5 years for the New Investment.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 FILOT Payments and Special Source Revenue Credits.

Pursuant to Section 12-44-50 of the Act, the Sponsor is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Project has already

involved an investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A) (1) of the Act, the County and the Sponsor have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Sponsor shall make payments in lieu of ad valorem taxes on all real and personal property which comprises the Project and is placed in service, as follows: the Sponsor shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2025. Said payments are to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 29 years using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arm's length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue and Taxation will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company and Sponsors for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Second Amended Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase is or becomes subject to the Second Amended Fee Agreement.

Step 2: Apply an assessment ratio of six percent (6.0%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.

Step 3: Multiply the taxable values, from Step 2, by the millage rate in effect at the Project site, for all taxing entities, on June 30, 2014, which the parties hereto believe to be 215.0 mils, (which millage rate shall remain fixed for the term of this Second Amended Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the thirty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

With respect to the New Investment only, the County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a Special Source Revenue Credit, in reimbursement of the Sponsor's investment in Qualifying Infrastructure Costs as described below, to be applied to its annual fee-in-lieu of taxes liability (the amount due to the County following the completion of Step 3 above) equal to 20% of the annual FILOT Payments with respect to the New Investment for a period of 5 years.

The Special Source Revenue Credit shall be effective starting with the first property tax year following execution of this Second Amended Fee Agreement. For purposes of this Fee Agreement, "Qualifying Infrastructure Costs" shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate in connection with the Project, and any other such similar or like expenditures authorized by the Code.

In order to receive the Special Source Revenue Credit on Non-Qualifying Property, the Sponsor agrees to waive the tax exemptions that otherwise may be applicable if the Non-Qualifying Property were subject to ad valorem taxes, including the exemptions allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina, and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the level described in this Agreement without the express, written consent of the County.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsors with the benefits to be derived herefrom, it being the intention of the County to offer the Sponsors a strong inducement to locate the Project in the County. If due to such invalidity or unenforceability the Project is deemed to be subject to ad valorem taxation for any reason, the payment in lieu of ad valorem taxes to be paid to the County by the Sponsors shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Sponsor if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsor, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Sponsor to the County hereunder, shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Sponsor with respect to the Project pursuant to the terms hereof.

Section 4.2 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows: (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Sponsor with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, pursuant to subsequent written agreement with the County, the maximum number of years for which the annual fee payments are available to the Sponsors for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Sponsors with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.3 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution of Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project subject to the provisions of the Act, shall be reduced in the same proportion as the amount of such Diminution of Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; provided, always, however, and notwithstanding any other provision of this Agreement, that if at any time subsequent to December 31, 2020, the total value of the Project based on the original income tax basis of the Equipment, Real Property and Improvements contained therein, without deduction for depreciation, is less than \$10,000,000, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall make payments for the Project equal to the payments which would be due if the Project property were not Economic Development Property.

Section 4.4 Place and Allocation of Payments in Lieu of Taxes. The Sponsor shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law as to time, place, method of payment, and penalties and enforcement of collection.

Section 4.5 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Amended Fee Agreement, and subject, always, to Section 4.3, hereof, the Sponsor shall be entitled upon written notice to the County to remove the following types of

components or Phases of the Project from the Project with the result that said components or Phases shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Second Amended Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which each of the Sponsors, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which each of the Sponsors, in their sole discretion, elects to remove pursuant to Section 4.6(c) or Section 4.7(b)(iii) hereof..

Section 4.6 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate this Agreement.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this Agreement, the Sponsor may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor, subject, always, to Section 4.3, hereof. Subject to the provisions of the Act, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Sponsor to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Sponsor elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 4.7 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Second Amended Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Project or a transfer in lieu thereof, the Sponsor, subject, always, to Section 4.3, hereof, may elect: (i) to terminate this Amended Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.8 Maintenance of Existence. The Sponsor agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain

its existence and good standing under all applicable provisions of State law. Provided, however, the Sponsor may merge with or be acquired by another company so long as the surviving company has a net asset value equal to or greater than that of the Sponsor.

Section 4.9 Indemnification Covenants.

(a) The Sponsor agrees to indemnify and save the County, its employees, officers, and agents (the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County’s entry into this Agreement, except such claims as may arise from the failure of the representations made by the County pursuant to Sections 2.1(a) and 2.1(c). The Sponsor shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County; the Sponsor shall defend them in any such action, prosecution or proceeding, with counsel reasonably acceptable to the County.

Section 4.10 Confidentiality/Limitation on Access to Project; Records and Reports. The County acknowledges and understands that the Sponsor utilizes confidential and proprietary “state of the art” manufacturing equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor’s operations could result in substantial harm to the Sponsor and could thereby have a significant detrimental impact on the Sponsor’s employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County’s police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the Sponsor, if the Sponsor does provide such information to the County, the Sponsor will clearly and conspicuously mark such information as “Confidential” or “Proprietary”, or both, then, in that event, prior to disclosing any such properly marked and identified confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.11 Assignment and Subletting. Subject to the prior written consent of the County (unless such consent is expressly not required under Section 12-44-120 of the Act or any amendment

thereof) this Second Amended Fee Agreement may be assigned in whole or in part and the Project may be leased or subleased as a whole or in part by the Sponsor.

Section 4.12 Events of Default. In addition, to the specific events of default noted elsewhere herein, as to investment requirements, the following shall be “Events of Default” under this Second Amended Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Second Amended Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsor to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Sponsor to pay any other amounts to the County due hereunder or to perform any of the material terms, conditions, obligations or covenants of the Sponsor hereunder, other than those already noted in this Section 4.12 and which failure shall continue for a period of ninety (90) days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.13 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(a) Terminate the Second Amended Fee Agreement; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Sponsor under this Second Amended Fee Agreement.

In addition to all other remedies herein provided, the nonpayment of payments in lieu of taxes herein shall constitute a lien for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the South Carolina Code) relating to the enforced collection of ad valorem taxes to collect any payments in lieu of taxes due hereunder.

Section 4.14 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Second Amended Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.15 Reimbursement of Legal Fees and Expenses. The Sponsor agrees to pay all reasonable and necessary expenses incurred by the County with respect to the preparation and delivery, and administration of this Agreement, including but not limited to reasonable attorneys' fees and expenses not to exceed \$5,000. The Sponsor agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. Further, if the Sponsor shall default under any of the provisions of this Second Amended Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Sponsor contained herein, the Sponsor will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.16 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Amended Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

As to the County:

Oconee County, South Carolina
415 South Pine Street
Walhalla, South Carolina 29601
Attention: County Administrator

with copies (which shall not constitute notice) to:

Oconee County, South Carolina
415 South Pine Street
Walhalla, South Carolina 29601
Attn. County Attorney

Kozlarek Law LLC
PO Box 565
Greenville, SC 29602

Attention: Michael Kozlarek, Esq.

As to the Company:

PreZero US Services, LLC
2301 E. 7th Street, Ste. A-337
Los Angeles, CA 90023
Attention: Chief Financial Officer

with a copy (which shall not constitute notice) to:

K&L Gates LLP
134 Meeting Street, Suite 500
Charleston, SC 29401
Attention: W. Ford Graham, Esq.

Section 5.2 Binding Effect. This Second Amended Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Second Amended Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3 Counterparts. This Second Amended Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4 Governing Law. This Second Amended Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.5 Headings. The headings of the articles and sections of this Second Amended Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Second Amended Fee Agreement.

Section 5.6 Amendments. The provisions of this Second Amended Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.7 Further Assurance. From time to time, and at the sole expense of the Sponsor, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request to effectuate the purposes of this Second Amended Fee Agreement.

Section 5.8 Severability. If any provision of this Second Amended Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be

unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Sponsor a strong inducement to locate the Project in the County.

Section 5.9 Limited Obligations. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS AMENDED FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS SECOND AMENDED FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10 Force Majeure. To the extent recognized by the Act, the Sponsor shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other similar cause beyond the Sponsor's reasonable control.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
John Elliott, Chairman
Oconee County Council

ATTEST:

Amanda Brock, Administrator
Oconee County

PREZERO US SERVICES, LLC

By: _____
Name: _____
Its: _____

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2021-18**

**AN ORDINANCE TO REZONE PARCEL 192-00-04-028 FROM THE
CONSERVATION DISTRICT TO THE LAKE RESIDENTIAL DISTRICT,
PURSUANT TO OCONEE COUNTY CODE OF ORDINANCES CHAPTER
38, ARTICLE 8.**

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council"), is authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the "Act"), codified in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended to adopt zoning regulations and districts;

WHEREAS, Oconee County Council has enacted zoning regulations and established districts, now codified in Chapter 38 of the Oconee Code of Ordinances ("O.C. Code");

WHEREAS, consistent with Section 38-8.1 of the O.C. Code, a petition to rezone a single parcel (identified by tax map number 192-00-04-028) was presented to the Oconee County Planning Commission for review and recommendation. (See petition attached as Exhibit A.);

WHEREAS, the Oconee County Planning Commission reviewed the petition and recommended that the Oconee County Council approve the request. (See Planning Commission Minutes attached as Exhibit B.);

WHEREAS, the Oconee County Council has considered the recommendation of the Oconee County Planning Commission, held a duly noticed and advertised public hearing, and approves the recommendation to rezone the parcel currently identified by tax map number 192-00-04-028 from the Conservation District to the Lake Residential District.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled that:

1. The parcel currently identified by tax map number 192-00-04-028, previously zoned in the Conservation District (CD) and duly identified on the Official Zoning Map to be in the Conservation (CD) District, is hereby rezoned and shall be in the Lake Residential District (LRD), and shown as such on the Official Zoning Map in the manner depicted on Exhibit C to this Ordinance. The parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the LRD in Chapter 38 of the Code.
2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2021.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
John Elliott, Chairman, County Council
Oconee County, South Carolina

ATTEST:

By: _____
Katie Smith, Clerk to County Council
Oconee County, South Carolina

First Reading: August 17, 2021
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A

Attached

EXHIBIT B

Attached

EXHIBIT C

Attached



Oconee County Planning

LAND-USE

SITE-PLAN REVIEW

CODE ENFORCEMENT

PETITION FOR REZONING

PURSUANT TO SECTION 38-8.6 (SUBSEQUENT REZONING) OF THE OCONEE COUNTY CODE OF ORDINANCES

"I hereby certify that I own the lot, parcel, or tract of land currently designated by TMS # 192 - 00 - 04 - 028 (the "Parcel"). The Parcel is currently zoned in the CD (CONSERVATION) District, and I hereby request that the Parcel be rezoned to the LRD (Lake Residential) District, and that all appropriate Oconee County records, including the Oconee County Official Zoning Map, be amended to reflect this rezoning request.

In support of my request, I state the following:

SEE ATTACHED

(Attach pages if necessary.)

I acknowledge that the Oconee County Council, Oconee County Planning Commission, and Oconee County staff must take into consideration all relevant information in evaluating this petition, that the final decision rests entirely with the Oconee County Council, and that the approval of this petition is not guaranteed.

6/24/2021 Date

Signature Diane E. Neal

James R. Neal / DIANE E. Neal Print Name

James and Diane Neal
116 Delaney Circle, Summerville, SC 29485
Ph: (843) 906-6190

Oconee County Planning Commission
415 Pine St
Walhalla, SC 29691

Dear Sirs,

We respectfully request you grant our rezoning request for our property at 258 Waterstone Drive, West Union, SC, TMS 192-00-04-028. We purchased the property in November of 2019. Our intention was to build our retirement home and become permanent residents. We even envisioned dividing the lot to provide a place for our children to build their home nearby. This winter, after weathering pandemic, we engaged a surveyor to survey the lot as our first step towards laying out our homesite and considering how we might provide from additional dwellings. We contacted the County Planning department to find out how we should proceed. The planning department head (Since departed) called us and told us that the property was zoned "Conservation" and the minimum lot size for building a home was 10 acres. Thus, as currently zoned we cannot even build a home on a lot that is listed on the county website as "Residential Vacant Land".

This, of course, was devastating. We are an official residential lot (lot 27) in the Waterstone HOA seen the revised HOA covenants (attached). We believe we should be accorded the same rights as the other members of the community. We want to make this our home and our family's home. I believe that when this lot was separated from the larger conservation lot, they did not complete the process of converting it to a residential lot.

Regardless of why it was not rezoned properly in the past, today we are asking you to approve our request change the zoning of our property from CD to LRD. This will allow us to build our home and accord us the same rights as those enjoyed by the others in our HOA and community.

Thank you

James R and Diane E. Neal

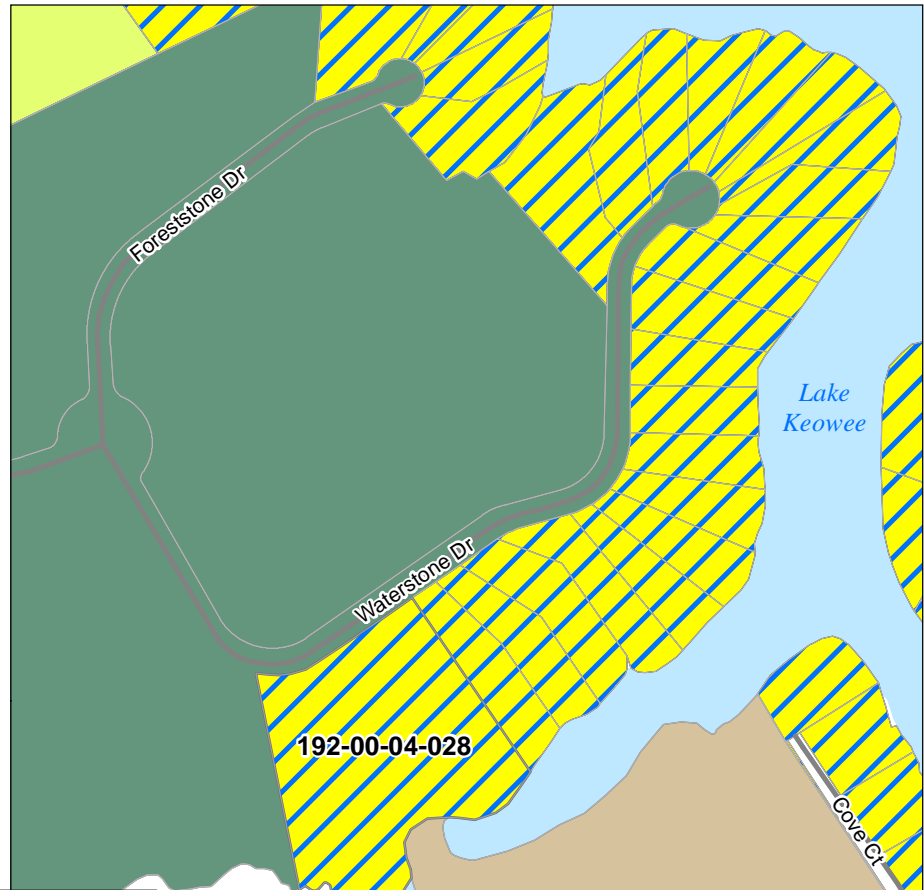
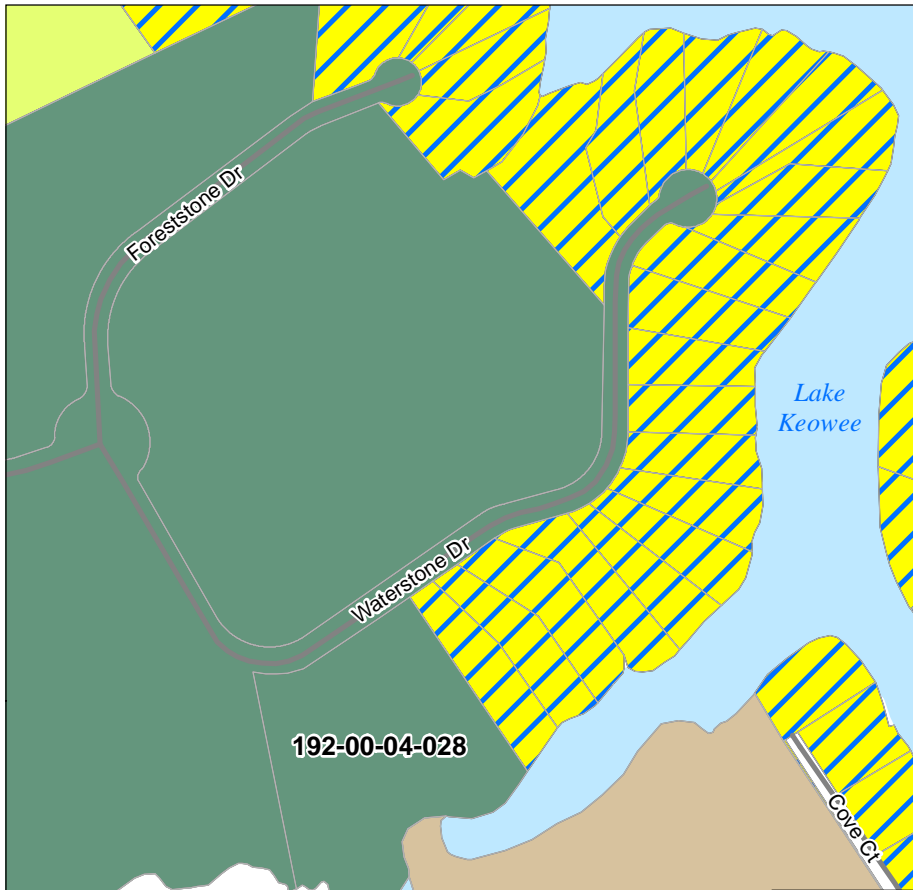


The image shows two handwritten signatures in black ink. The top signature is for James R. Neal, written in a cursive style. Below it is the signature for Diane E. Neal, also in cursive. The signatures are positioned to the left of the typed name above them.

EXHIBIT C

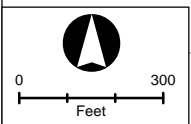
Current Zoning

Proposed Zoning



Zoning Classifications

	Municipality
	Agricultural
	Agricultural Residential
	Community Commercial
	Conservation
	Control Free
	Highway Commercial
	Industrial
	Lake Residential
	Mixed Use
	Planned Development
	Public and Recreational Lands
	Residential
	Rural Residential
	Traditional Rural



192-00-04-028

192-00-04-028

Mt Olive Church Rd

Mt Olive Church Rd

Lake Keowee

Lake Keowee

Foreststone Dr

Waterstone Dr

Foreststone Dr

Waterstone Dr

Cove Ct

Cove Ct

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: August 17, 2021

ITEM TITLE:

Procurement #: 21-01 Title: South Cove Park Department: PRT – South Cove Amount: Project: \$ 189,460.00
RV Dump Station 10% Contingency: \$ 18,946.00
Total Award: \$ 208,406.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2021-2022 budget process. Finance Approval: *Madeline V Price*
Budget: \$208,460.00 Project Cost: \$208,460.00 Balance: \$0.00
Funding from Local Accommodations Tax (LAT)

BACKGROUND DESCRIPTION:

South Cove County Park camping nights have increased 88% over the last 5 years, resulting in the need for additional infrastructure to handle the demand. The addition of this RV Dump Station will double South Cove's capacity for handling camper exits; which is heaviest on holidays and Sunday mornings. The South Cove Park RV Dump Station Project consists of: clearing and stump grubbing of all onsite (in the construction area) trees; Installation of new RV dump station including grading and paving for new dump station parking; grading of new stormwater ditch; water service extension; dump station component installation; 2,000-gallon septic tank installation; and approximately 1000 LF of new septic drain field installation and seeding.

On July 15, 2021, formal sealed bids were opened for this project. This bid was originally sent to twenty-five (25) bidders. Two (2) firms submitted bids, with Greenstone Construction, LLC of Seneca, SC submitting the lowest bid of \$189,460.00.

ATTACHMENT(S):

1. Recommendation letter from Thomas & Hutton
2. Bid Tab

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

- 1) Approve the award of ITB 21-01 to Greenstone Construction, LLC., of Seneca SC in the amount of \$189,460.00, plus a 10% contingency amount of \$18,946.00, for a total award of \$208,406.00.
- 2) Authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.

Submitted or Prepared By: *Tronda C. Popham*
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: *Amanda F Brock*
Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

THOMAS & HUTTON

501 RIVER STREET, SUITE 200
GREENVILLE, SC 29601 | 864.412.2222
WWW.THOMASANDHUTTON.COM

July 22, 2021

Ms. Tronda Popham, CPPB
Oconee County Procurement Director
415 South Pine Street
Walhalla, SC 29691

Re: Bid of July 15, 2021 at 2:00pm
South Cove Park – RV Dump Station
Recommendation for Award
Oconee Bid No. 21-01
J-28739.0000

Dear Ms. Popham:

Two (2) bids were received for the above referenced project on July 15, 2021. An abstract of the bids is attached.

We offer the following comments on the bids received:

1. All bidders submitted the required Bid Bond for the project.
2. All bidders acknowledged receipt of the one (1) addenda issued.
3. The apparent low bidder based on Total Base Bid is Greenstone Construction LLC.
6. The bids are subject to acceptance for sixty (60) days from the bid date.

Based on our review, we believe the lowest responsive bidder is Greenstone Construction LLC.

We understand the County intends to proceed with Alternate Bid Item No. 1 and not to proceed with Alternate Bid Item No. 2. Therefore, we recommend the contract for the project be awarded to Greenstone Construction LLC for the total amount of \$189,460.00.

At your direction, we will prepare notice of award and contract documents for execution by Oconee County. We will then schedule a corresponding pre-construction conference and execute contracts at the appropriate time. If there are any questions, please do not hesitate to contact us.

Sincerely,
THOMAS & HUTTON



Lee H. Brackett, P.E.
Project Manager

Encl: Bid Abstract

Abstract of Bids
 FOR
 South Cove Park - RV Dump Station
 FOR
 Oconee County
 PREPARED BY
 Thomas & Hutton

Item	Quantity	Units	Foothills Contracting LLC		Greenstone Construction LLC	
			Unit Price	Total	Unit Price	Total
BASE BID						
Base Bid	1	LS	\$240,000.00	\$ 240,000.00	\$ 135,460.00	\$ 135,460.00
ALTERNATE BID ITEMS						
1	1	LS	\$38,000.00	\$ 38,000.00	\$ 54,000.00	\$ 54,000.00
2	1	LS	\$25,000.00	\$ 25,000.00	\$ 28,000.00	\$ 28,000.00
PROJECT TOTALS						
Total - Base Bid				\$ 240,000.00		\$ 135,460.00
Total - with Alternate Bid Items				\$ 303,000.00		\$ 217,460.00

This is a true and correct Abstract of Bids received on

July 15, 2021 at 2:00pm



Project Manager



Robert W. Faires, III · Director of Utilities · rfares@seneca.sc.us

July 29, 2021

To: Oconee County Council
From: Bob Faires
Seneca Light & Water
Re: Funding Allocation
American Rescue Plan Act of 2021

The following water and sewer projects have been identified to appropriately utilize the federal funds as allocated by Oconee County. All projects listed will be completed with 36 months of funds becoming available.

- **Construct a gravity sewer line** from the Sheep Farm Road sewer lift station area to the Cliffabee Leas sewer lift station. This project allows for operational alternatives to serve customers in the Bountyland Road and Hwy 28 area. Much of this line has been surveyed and engineered and would be ready for bid shortly after funds become available. (Estimated cost \$550,000)
- **Replace AC waterlines along Hwy 28.** These water lines are becoming an ever increasing issue and not only disrupts water supply to customers, but also disrupts traffic on Hwy 28 during repairs to the lines. This project will replace over 12,500 feet of 8" AC waterline and over 3,000 feet of 6" waterline with ductile iron pipe. The new lines will be located outside of the paved area of the road easement. This work will be ready for bid when funds become available. (Estimated cost \$1,550,000)
- **Rehabilitate the sanitary sewer main line along Seneca Creek.** This includes lining over 4400 feet of 15" clay sewer lines and refurbishing 30 manholes. This will help with persistent inflow & infiltration issues which affect the OJRSA Seneca Creek Lift Station. This work will be ready for bid shortly after funds become available. (Estimated cost \$800,000)
- **Replace galvanized water lines** through-out the system as funds allow. There are roughly 25 miles of old galvanized lines on the system. A majority of these lines are 2" diameter. The amount of these lines to be replaced using these funds will be dependent on the actual cost of the projects listed above. (Estimated cost \$100,000)

Attached is reference material for the projects listed. Please let me know if there are any questions or concerns.



60% COST ESTIMATE UPDATE:

BOUNTYLAND INFRASTRUCTURE PHASE 1

SENECA LIGHT AND WATER

Seneca, South Carolina

Date: July 6, 2021

Project No.: CGRE190047

Prepared by: WWN

Bountyland Gravity Sewer Extension to Cliffabee Leas

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST
1	1	LS	Mobilization	\$57,000	\$57,000
2			Site Work		
2.1	1,690	LF	Clearing and Grubbing	\$5	\$9,000
3			Gravity Sewer		
3.1	10	EA	48-inch diameter Gravity Sewer Manhole	\$6,500	\$65,000
3.2	1	EA	10-inch Outside Drop Connection	\$2,000	\$2,000
3.3	98	LF	10-inch diameter aerial Crossing	\$350	\$35,000
3.4	1,135	LF	10-inch PVC	\$125	\$142,000
3.5	457	LF	10-inch DIP	\$145	\$67,000
4			Other Items		
4.1	1,690	LF	Erosion and Sediment Control	\$3	\$6,000
4.2	375	CY	Rock Removal Allowance	\$150	\$57,000
4.3	15	SY	Asphalt patch	\$120	\$2,000
Construction Sub-Total:					\$442,000
Contingency, Complete Design, Permitting, CA&I (20%)					\$89,000
TOTAL PROJECT ESTIMATE					\$531,000

BOUNTYLAND INFRASTRUCTURE PHASE I FOR SENECA LIGHT AND WATER SENECA, SOUTH CAROLINA

INDEX TO DRAWING	
SHEET NO	DESCRIPTION
GENERAL	
1	0-01 TITLE SHEET & VICINITY MAP
2	0-02 ALLEVIATION LOGS
3	0-03 GENERAL PROJECT NOTES
CIVIL	
4	C-100 PROJECT MAP
5	C-101 GENERAL PLAN AND PROFILE STA. 1+00 - 14+00
6	C-102 GENERAL GENERAL PLAN AND PROFILE STA. 14+00 - 21+25
7	C-103 SEWER FORCE MAIN PLAN AND PROFILE STA. 0+00 - 1+00
8	C-104 SEWER FORCE MAIN PLAN AND PROFILE STA. 14+07 - 21+25
9	C-201 SEWER DETAILS
10	C-202 SEWER DETAILS
EROSION CONTROL	
11	EC-101 SEDIMENT AND EROSION CONTROL PLAN STA. 0+00 - 21+25
12	EC-102 SEDIMENT AND EROSION CONTROL PLAN STA. 14+07 - 21+25
13	EC-103 LEFT STATION SITE GRADING PLAN
14	EC-104 SEDIMENT AND EROSION CONTROL DETAILS
15	EC-201 SEDIMENT AND EROSION CONTROL DETAILS
PROCESS	
16	D-101 LEFT STATION LAYOUT PLAN
17	D-102 LEFT STATION DETAILS
ELECTRICAL	
18	
19	

JOB NUMBER - CGRE190047
OCTOBER 2019

Notes added for reference on 07/06/2021 to differentiate between 2020-2021 construction project and future gravity sewer project.



LOCATION IN SOUTH CAROLINA



LOCATION MAP
STATE OF SOUTH CAROLINA

VICINITY MAP
NOT TO SCALE

GMC

617 East Miller Avenue
Greenville, SC 29601
864.577.0560
SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER



ISSUE DATE	ISSUE DATE	ISSUE DATE	ISSUE DATE	ISSUE DATE	ISSUE DATE	ISSUE DATE	ISSUE DATE

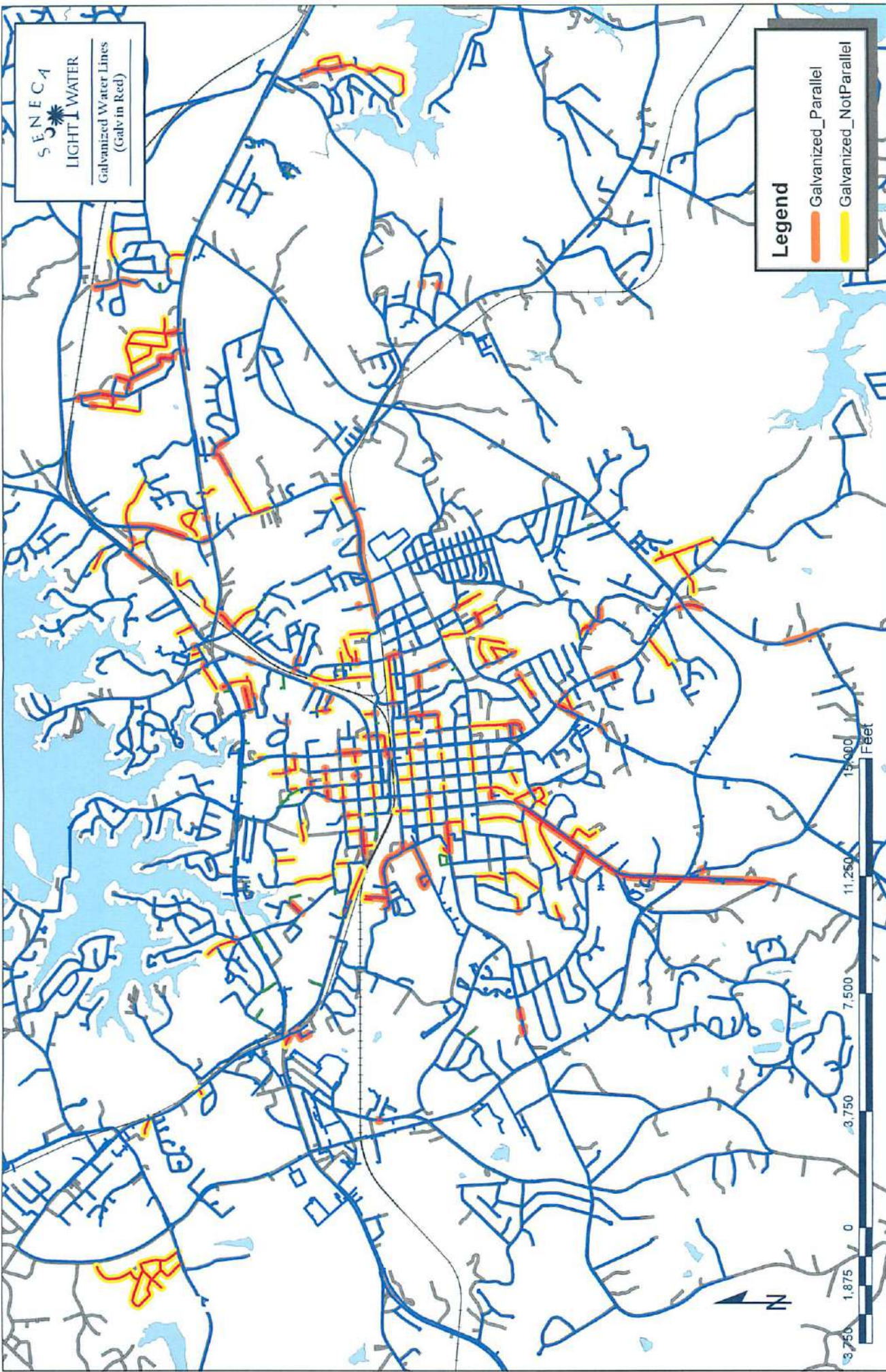
BOUNTYLAND INFRASTRUCTURE
PHASE I
SENeca, SC
CGRE190047
NOT - RELEASED FOR CONSTRUCTION

G-001

VICINITY MAP
TITLE SHEET AND









NOTES

LAW ENFORCEMENT, PUBLIC SAFETY, HEALTH & WELFARE COMMITTEE MEETING

Mr. Matthew Durham, District II, Chairman

Mr. John Elliott, District I

Mr. Julian Davis, III, District IV

July 20, 2021

Discussion regarding an incentive program for non-profit organizations to receive funding for picking up litter

Sheriff Crenshaw, Oconee County Sheriff's Office, addressed the Committee and gave a brief presentation to include:

- Overview of OurOconee Program
 - Eligible Organizations
 - Application Process
 - Verification Process
 - Award of Funds

The Committee took no action on this matter.

Discussion regarding animal control ordinance

Sheriff Mike Crenshaw & Lt. Tommy Crompton, Oconee County Sheriff's Office, addressed the Commission and gave a brief overview of the proposed changes for animal control.

Mr. Elliott made a motion, seconded by Mr. Davis, approved 3 – 0, to direct the County Attorney to work with the Oconee County Sheriff's Office to develop proposed changes to the animal control ordinance as discussed and bring back to full Council for consideration.

Solid Waste Update for FY2021 & Discussion regarding information pertaining to brown goods

Mr. Swain Still, Solid Waste Director, addressed the Committee and gave a presentation for both items to include the following:

Solid Waste Update

- Seneca Class 2 Vertical & Horizontal Expansion
- Landfill managed 84,564 tons of waste
- Transfer Station & MRF managed 59,243 tons of waste
- 10 Equipment Operation positions
- Staffing levels have been at times critical due to unfilled positions, sickness, and vacation

Brown Goods

- Brown goods include furniture, couches, chairs, wooden bed frames, and tables
- Items not considered brown goods include mattresses, household trash, lumber, construction & demolition materials, brush & leaves, and land clearing debris

The next Law Enforcement, Public Safety, Health, & Welfare Committee meeting is scheduled for Tuesday, September 21, 2021 to be held immediately following the Transportation Committee meeting.



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large-Ex Offico]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	John Elliott	Matthew Durham	Paul Cain	Julian Davis	Glenn Hart			
							2019-2022	2021-2024	2019-2022	2021-2024	2021-2024	2019-2022	2021-24	2019-2022
							District I	District II	District III	District IV	District V	At Large	At Large	Ex-Officio
Aeronautics Commission	2-262	5 - 2	YES	n/a	YES	Jan - March	Randy Renz [3]	Dan Suddeth [1]	Auby Perry [3]	Marion Lyles [2]	Bobby Fendley [1]	Albert Brightwell [2]	David Bryant [1]	
Ag. Advisory Board	2016-17	5 - 2 - 1	YES	n/a	YES	Jan - March	Kim Alexander [1]	Larry Cantrell [1]	Rex Blanton [1]	Ashley Townsend [1]	Charlie Whiten [1]	Debbie Sewell [2]	Tessa Moxley [1]	Kerrie Roach [1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Aubrey Miller [1]	Ernie Lombard [1]	Thomas Jones [<1]	Melody Davis [1]	Mike Phillips [2]	Daniel Dreher [1]	Suzette Cross [2]	
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	James Codner [2]	Gwen Fowler [2]	William Gilster [2]	Marty McKee [3]	Tim Mays [1]	John Eagar [1]	William Decker [1]	
Building Codes Appeal Board		0-7	YES	2X	YES	Jan - March	Brad Kisker [1]; James McKibben [1]; Kevin Knight [2]; John Sandifer [2]; Joshua Lusk [1]; Osceola Gilbert [1]; VACANT							
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Laura Havran [1]	Andrew Smith [2]	D. Ryan Keese [1]	Nicholas Gambrell [1]	Scuddy Walker [1]	Emily Hitchcock [1]	Charles VanOver [1]	
Destination Oconee Action Committee														
PRT Commission [members up for reappointment due to initial stagger]	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Shane Smith [2]; Shawn Johnson [1]; Kevin Evans [2]			Trey Barnett [1], Riley Johnson [1], Gregory Coutu [1]			Alex Butterbaugh [1]	
Scenic Highway Committee														
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - March	Clifton Powell [<1]; Diane Smathers [1]; Nicklaus McKinney [1]			Shelby Henderson [1]; Allison Addison [2]; Charles Holcombe [1]; Nivia Miranda [1]; Liz Kuemmerer [1]; Monica White [1]				
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Mike Smith [1]	David Nix [1]	Alex Vassey [2]	Frankie Pearson [2]	Gary Gaulin [1]	Patrick Williams [1]	Mike Johnson [3]	
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open							
Capital Project Advisory Committee (end 1.17)														
Oconee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV							
Oconee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Ms. Amanda Brock, County Administrator; Mr. Sammy Dickson							
Ten At The Top [TATT]				NO	NO	January	Mr. Dave Eldridge							
ACOG BOD				N/A	NO	January	Council Rep: Mr. John Elliott [yearly]; 2 yr terms Citizen Rep: Mr. Julian Davis, Minority Rep: Marta Wahlen							
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]							

[#] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.

[SHADING = reappointment requested - questionnaire on file] Denotes individual who DOES NOT WISH TO BE REAPPOINTED

Italicized TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

Oconee County Council

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-718-1023
Fax: 864 718-1024

E-mail:
ksmith@oconeesc.com

John Elliott
Chairman
District I

Matthew Durham
District II

Paul A. Cain
Vice Chairman
District III

Julian Davis, III
Chairman Pro Tem
District IV

J. Glenn Hart
District V



The Oconee County Council will meet in 2021 on the first and third Tuesday of each month with the following exceptions:

- April, July, & August meetings, which will be **only** on the third Tuesday of each of the three months;
- December meeting, which will be **only** the first Tuesday of the month.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 19, 2021 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 4, 2022 in Council Chambers at which point they will establish their 2022 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 19, 2021 in Council Chambers.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2021 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 16, April 20, July 20, & September 21, 2021.

The Transportation Committee at 4:30 p.m. on the following dates: February 16, April 20, July 20, & September 21, 2021.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 16, May 18, August 17, & October 19, 2021.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 16, May 18, August 17, & October 19, 2021.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 19 [Strategic Planning Retreat] & March 19 [Budget Workshop] and 5:00 p.m. on the following dates: April 13 & May 4, 2021.

FRIDAY, JANUARY 8, 2021

Public Notice

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PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE:

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 01/08/2021 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
01/08/2021



Aubry Bethea
Notary Public
State of South Carolina
My Commission Expires November 20, 2030



ney has applied for the appointment of an attorney to represent you. If you fail to apply for the appointment of an attorney to represent you within thirty (30) days after the service of this Amended Summons and Notice upon you Plaintiff's appointment will be made absolute with no further action from Plaintiff.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR. THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, except as stated below in the instance of bankruptcy protection. IF YOU ARE UNDER THE PROTECTION OF THE BANKRUPTCY COURT OR HAVE BEEN DISCHARGED AS A RESULT OF A BANKRUPTCY PROCEEDING, THIS NOTICE IS GIVEN TO YOU PURSUANT TO STATUTORY REQUIREMENT AND FOR INFORMATIONAL PURPOSES AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

Notice of Public Hearing

There will be a public hearing at 6pm, Tuesday, August 17, 2021 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2021-14

AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 ("ARPA"), AS FOLLOWS: (1) APPROPRIATING TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER INFRASTRUCTURE IMPROVEMENTS FOR THE TOWN OF SALEM ("SALEM WATER INFRASTRUCTURE PROJECT"); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE SALEM WATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY RELATED THERETO.

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STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2021-15

AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 ("ARPA"), AS FOLLOWS: (1) APPROPRIATING ONE MILLION, THREE HUNDRED THOUSAND AND 00/100 (\$1,300,000.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER INFRASTRUCTURE



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- Window Washing
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- Large Trash Haul Away - And More!

For a Free Quote
Please call 864-722-4461
May you have a blessed day!

Find A L

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Notice of Public Hearing: Ordinance 2021-14

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 07/09/2021 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
07/09/2021



Jessica Wells
Notary Public
State of South Carolina
My Commission Expires November 12, 2030



Jessica Lee Wells
NOTARY PUBLIC
State of South Carolina
My Commission Expires
November 13, 2030



FRIDAY, JULY 9, 2021

Notice of Public Hearing

There will be a public hearing at 6pm, Tuesday, August 17, 2021 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2021-15

AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 ("ARPA"), AS FOLLOWS: (1) APPROPRIATING ONE MILLION, THREE HUNDRED THOUSAND AND 00/100 (\$1,300,000.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER INFRASTRUCTURE

IMPROVEMENTS FOR THE CITY OF WESTMINSTER ("WESTMINSTER WATER INFRASTRUCTURE PROJECT"); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO ONE MILLION, THREE HUNDRED THOUSAND AND 00/100 (\$1,300,000.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE WESTMINSTER WATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY RELATED THERETO.

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Notice of Public Hearing: Ordinance 2021-15

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 07/09/2021 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
07/09/2021



Jessica Wells
Notary Public
State of South Carolina
My Commission Expires November 12, 2030



Jessica Lee Wells
NOTARY PUBLIC
State of South Carolina
My Commission Expires
November 13, 2030



Public Comment

SIGN IN SHEET

August 17, 2021 / 6:00 PM

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	Brian & Lisa Harvey	Campground ISSUES
2	Tony Adams	COVID RELIEF FUNDS
3	RICK BOCK	RELOCATION OF ILLEGAL IMMIGRANTS
4	PERRY SMITH	
5	MICKET HANEY	
6	Karen Powell	
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



PUBLIC HEARING SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

DATE: August 17, 2021 6:00 p.m.

Ordinance 2021-14 "AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 ("ARPA"), AS FOLLOWS: (1) APPROPRIATING TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER INFRASTRUCTURE IMPROVEMENTS FOR THE TOWN OF SALEM ("SALEM WATER INFRASTRUCTURE PROJECT"); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE SALEM WATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY RELATED THERETO."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

Please PRINT your name

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(A large handwritten signature, possibly 'NOVA', is written across the table from row 13 to row 22.)



PUBLIC HEARING SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

DATE: August 17, 2021 6:00 p.m.

Ordinance 2021-15 "AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 ("ARPA"), AS FOLLOWS: (1) APPROPRIATING ONE MILLION, THREE HUNDRED THOUSAND AND 00/100 (\$1,300,000.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER INFRASTRUCTURE IMPROVEMENTS FOR THE CITY OF WESTMINSTER ("WESTMINSTER WATER INFRASTRUCTURE PROJECT"); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO ONE MILLION, THREE HUNDRED THOUSAND AND 00/100 (\$1,300,000.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE WESTMINSTER WATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY RELATED THERETO."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

Please PRINT your name

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A large, dark, handwritten signature is written across the table, starting from the right side of row 12 and extending diagonally down to the left side of row 22. The signature is highly stylized and appears to be a name like "J. H. ...".